CLERK OF THE CIRCUIT COURT

STATE OF MARYLAND

LAND RECORDS

EATTSE A CHIMIE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

JEB

I hereby certify that the micronhotographs ampearing on this reel of film are exact comies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed rursmant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

Clerk & Circuit	Court
For - Colo	County
- 1	

STATE OF MARYLAND

306 PAGE

Com ared a Gand Beliv red C mitgel City 17 154

FILED AND RECORDED JULY 14" 1954 at 11:00 A.M.

This Mortgage, Made this

12 xk

day of

July 1984 in the year mineteen hundred and fifty-four

, by and between

Allan M. Deffinbaugh and Mary Jane Deffinbaugh, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Allan M. Deffinbaugh and Mary Jane Deffinbaugh, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eighty-Six Hundred (\$8600.00) - - - - - - - - - - Dellars. payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30. September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Allan M. Deffinbaugh and Mary Jane Deffinbaugh, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the

said The Liberty Trust Company, its successors and assigns, the following property to-wit: All that lot, piece or parcel of ground situate, lying and being in Allegany County, Maryland, along the Easterly side of the McMullen Highway, South of the City of Cumberland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Easterly side of the McMullen Highway at the end of the first line of a deed from John S. Cook to Howard W. Painter, et ux, dated September 10, 1946, and duly recorded among the Land Records of Allegany County, and running thence with the second line of said deed, South 81 degrees 00 minutes East 120 feet, thence South 4 degrees 30 minutes West 53.91 feet, thence North 89 degrees 21 minutes West 120 feet to the McMullen Highway, thence with said Highway, North 4 degrees 36 minutes East 71.37 feet to the beginning.

It being the same property which was conveyed to the said Mortgagors by John S. Cook and wife, by deed dated the 10th day of September, 1946, and recorded in Liber No. 211, folio 331, one of the Land Records of Allegany County.

This obligation is also secure by a Chattel Mortgage bearing even date herewith and by and between the same parties covering one 1954 Chevrolet Station Wagon.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighty-Six Hundred (\$8600.00) ------ Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his helrs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged iand, to the amount of at least

Eighty-Six Hundred (\$8600.00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Allan M. Defrinbaugh (SEAL) ATTEST: Mary Jane Despinbaugh (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this / 2 day of July /9/ in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Allan M. Deffinbaugh, and Mary Jane Deffinbaugh, his wife, and each acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit. in In witness whereof I have hereto set my hand and affixed my notarial seal the day and year . whove written. Dun a Sanker OTARLA FILED AND RECORDED JULY 14" 1954 at 12:20 P.M. This Mortgage, Made this 13 day of July in the year Nineteen Hundred and fifty -four by and between Gilbert R. Kline and Loretta P. Kline, his wife, of Allegany County, in the State of Maryland, part.192of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH: Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand & 00/100 - - - - (\$3,000.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighty-Six Hundred (\$8600.00) ----------- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged iand, to the amount of at least

Eighty-Six Hundred (\$8600.00) - - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seai of said mortgagor.

Allan M. Norfankaugh (SEAL) ATTEST: Mary Jane Derrinbaugh (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this /2 day of July 196 in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Allan M. Deffinbaugh, and Mary Jane Deffinbaugh, his wife, and each acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper. did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit. In witness whereof I have hereto set my hand and affixed my notarial seal the day and year . whove written. Ima a Sanker OTARLA FILED AND ECORDED JULY 14" 1954 at 12:20 P.M. This Mortgage, Made thin 13 day of July year Nincteen Hundred and fifty -four by and between Gilbert R. Kline and Loretta P. Kline, his wife, of Allegany County, in the State of Maryland, partlesof the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Wilhereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand & 00/100 - - - - (\$3,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 52 per cent. per annum, in the manner following:

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of land situated on the northerly side of the Uhl Highway in the Oldtown District of Allegany County, Maryland, and being more particularly described as follows, to-wit:

Beginning for the same at an iron bar standing on the northerly side of the Uhl Highway, distant South 12 degrees 12 minutee East 86.8 feet from the southeast corner of the foundation wall of a brick dwelling standing on property herein described, and running then in a line 20 feet from the center of said Highway and parallel thereto North 51 degrees 46 minutes Weet 164.6 feet to a stake, then leaving said Highway North 26 degrees 25 minutes East 275.5 feet to a stake at a fence corner, then South 38 degrees 05 minutes East (corrected bearing) 194.5 feet to a corner stone, then South 31 degrees West (corracted bearing) 238.1 feet to the beginning. (Description according to survey conducted by Carl A. Low, Reg. Surveyor, dated June 11, 1948.)

Being the same property which was conveyed unto the parties of the first part by deed of Eugene H. Gulick and Hilda V. Gulick, his wife, dated June 23, 1948, which is recorded in Liber No. 221, folio 181, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt excess the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January Aessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

it is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagers hereby warrant—generally to, and covenant—with, the said mort-

title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their hears, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

Ent in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire nortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns or the real state hereby declared to be made in trust, and the said mortgage, its successors or assigns or the real state hereby duthorized and empowered, at any time thereofter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halance to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - (\$3000.00) - - - Dollars and to cause the policy or policies Issued therefor to be so framed or endorsed, as In case of fire, to inure to the benefit of the mortgage, its successors or assigns, to the extent of Its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgage, or the mortgage may effect said insurance and collect the premiuma thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the Indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, Its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and Issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgage on or before March 15th of each year tax recipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the indebtedness secured and the inmediate repair of said buildings or an increase in the amount of security, or the limited repair of said buildings or an increase in the amount of security, or the limited repair of said buildings or an increase in the amount of security, or the limited the repayment of the debt hereby secured and the failure of the mortgagors. to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged's written consent, or should the same be encumbered

Witness, the hand and seal of said mortgagors.

Attest:

Hellian Whoman

Sillio R Fline (SEAL

Loretta P. Kline [SEAL]

UBER 306 PAGE 6

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 13 th day of July
in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Gilbert R. Kline and Loretta P. Kline, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

A/ WITNESS my hand and Notarial Seal the day and year aforesaid.

Mulliam Harman Notary Public.

Les st. Legy atty atty

PURCHASE MONEY

FILED AND RECORDED JULY 14" 1954 at 12:20P.M.

This Mortgage, Made this 13th day of July in the
year Nincteen Hundred and fifty FOUR by and between
Leon R. Knotts and Naomi L. Knotts, his wife,
of Allegany County, in the State of Maryland, part 1650f the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
CODercas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Three Thousand Five Hundred (\$3500.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:
By the payment of Thirty Seven and 97/100 (\$37.97) Dollars on or before the first day of each and every month from the date hereof, until the whole of said

LIBER 306 PAGE principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance. Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit: All that lot or parcel of ground situated on McMullen Highway thre miles westerly of the City of Cumberland, Allegany County, Foryland, known and designated as Lot No. 19, Block Mo. 33, in Potomec Purk Admition to Cumberland, a plat of which said addition is recorded in Plat Case Box No. 137, among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit: Beginning for the same at the intersection of the westerly side of Prospect Drive with the southerly side of an alley, it bring at a point distant North 38 degrees 5 minutes East 320 feet from the intersection of the westerly side of Prospect Drive with the northerly side of Avenue W, and running then with said Drive South 36 degrees 5 minutes West 70 feet, then at right engles to Prospect Drive North 51 degrees 55 minutes West 100 feet, then П Forth je degrees 5 minutes East 48 feet to said alley, and then with it by a curve to the right of 22 degrees 43 minutes for a chord distance of 102.39 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Harry I. Stegmaier, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also seeme as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-

gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager 8, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein onthe farmer to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor 5 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 5 hereby covenant—to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Grovice W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Three Thousand Five Hundred (\$3500.00). Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after out of the mortgage from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage of to keep the buildings on said property, or any part thereof, and upon the failure of the mortgage of the debt hereby secured and the failure of the mortgage may demand of the nortgage of and the failure of the mortgage of the comply with said demand of the nortgage for a period of thirty days shall constitute a breach of this mortgage and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mertgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said profits and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgage's written consent, or should the same be encumbered by the mortgagers, their heirs and

Mitress, the hand and seal of sald mortgagors

Attact

William Harman

LEON R. KNOTTE

NAOMI L.

KNOTTS

[SEAL]

[SEAL]

DEPAT!

State of Maryland, Allegany County, to-wit:

Lor P. Krotts and Paoni L. Knotts, his rife,

the said mortgagers herein and Viely acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration with said mortgage is true and bona fide as therein set forth, and did further make oath in due form Mofflaw, that he had the proper authority to make this affidavit as agent for the said mortgagee.

DISL'WIENESS my hand and Notarial Seal the day and year aforesaid.

The Value received the First Federal Savings and X oan association of Comberland hereby releases the within and aforegoing mortgage with signature of Lynn & Lackley, its precident and the Corporate seal of paid longaration, attested by its secretary, Gerald & Harrison, the day and year above written and First Federal Savings and Joan above Corporate Seal & Harrison day: Lynn & Fachley Secretary and X Harrison day: Lynn & Fachley Secretary and 2-8-54 Aresident

Megel Oity

FILED AND RECORDED JULY 14" 1954 at 3:05 P.M.

PURCHASE MONEY

in the year Nineteen Hundred and Fifty—four day of the day of the

Paul R. Morgan and Elizabeth L. Morgan, hie wife,

of Allagany County, in the State of Maryland
part.108 of the first part, and

Second National Bank of Cumberland, a national banking corporation with its principal place of business in Cumberland

Unbercas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$10,000.00 with interest at the rate of 4-1/2 per annum computed monthly on unpaid

LIBER 306 PAGE 10.

balances, said indebtedness to be amortized over a 20 year period by the nayment of at least \$63.27 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly nayment being first amplied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indeptedness or any part thereof not less than the amount of one installment or \$100.00 whichever is less.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand pand, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Paul F. Morgan and Elizabeth L. Morgan, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland,

its successors

XXXX and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being at the northwesterly intersection of Camp Ground Road and LaVele Avenue, LaVale, Allegany County, Maryland, known and designated as Lots Nos. 11, 12, 13, 31 and part of Lot No. 32, Section A in People's Park Addition, a plat of which said addition is recorded in Liber No. 1, folio 83 one of the Plat Records of Allegany County, Maryland, which said lots ars more particularly described in two parcels as follows, to-wit:

FIRST PARCEL: Beginning for the same at a stake at the northwesterly point of intersection of Camp Ground Road and LaVals Avenue and running then with the northerly side of LaVale Avenue, South 61 degrees and 45 minutes West 99 feet to a stake on the easterleide of a fifteen foot allsy, then with said alley North 19 degrees

and 35 minutes West 93 feet to a stake on the southerly side of a twelve foot alley; then with said allay, North 66 degrees and 25 minutes East 100 feet to the westerly edge of Camp Ground Road, and then with the Camp Ground Road South 18 degrees and 20 minutes East 85 feet to the beginning, containing 8900 square feet, more or less.

SECOND PARCEL: Baginning for the same at the end of the third line of a certain deed which was made by Dorothy Les Gensvis, et vir., to Charles B. Poisel et ux dated August 10, 1942, and recorded among the Land Pecords of Allegany County, Maryland in Liber No. 194, folio 116 and running then along the northerly side of LaVale Avenue South 61 dagrees 45 minutes West 50.4 feet to a stake; then North 19 degrees 35 minutes West 86.75 feet to a stake on the southerly side of an alley; then along the southerly side of said alley North 66 degrees 25 minutes East 50 feet to an alley, and then along the westerly side of said alley South 19 degrees 35 minutes East 82.4 feet to the beginning,

Being the sams property which was conveyed unto the parties of the first part by deed of Bruno Hansy and Clara Haney, his wifs, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Paul R. Morgan and Elizabeth L. Morgan, his wifs, their heirs, executors, administrators or assigns, do and shall pay to the said

Second National Bank of Cumberland, its successors

EXCUSER XXXIII MARKETSK or assigns, the aforesaid sum of_

	Ten Thousand & 00/100 (\$10,000.00)
	Dollars
	together with the interest thereon, as and when the same shall become due and payable, and
ļ	the meantime do and shall perform all the covenants herein on their part to l
	performed, then this mortgage shall be void. And it is Harced that until default be made in the premises, the said
	Paul R. Morgan and Elizabeth L. Morgan, his wife,
	may hold and possess the aforesaid property, upon paying in
	the meantime, all taxes, assessments and public liens levied on said property, all which taxes
	mortgage debt and interest thereon, the said Paul R. Morgan and
	Elizabeth L. Morgan, his wife,
	nerely covenant to pay when legally demandable.
	But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
	and those presents are hereby declared to be made in trust, and the said
	Second National Bank of Cumberland, 1ts successors
	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby most more described and empowered, at any
	or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Paul R. Morgan and Flizabeth L. Morgan his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and Flizabeth L. Morgan, his wife, representatives, heirs or assigns.
į	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
(Company or companies acceptable to the mortgagee or 1ta
8	assigns, the improvements on the hereby mortgaged land to the amount of at least
	Ten Thousand & 00/100 (\$10,000.60) Dollars,
a	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
te	o inure to the benefit of the mortgagee , 1ts successors or assigns, to the extent
01	their fien or claim hereunder, and to piace such policy or
þ	olicies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
R.I	nd collect the premiums thereon with interest as part of the mortgage debt
	Thitness, the hand and seal of sald mortgagor s.
A	ttest:
	and I may form
	Paul R. Morgan [SEAL]
_	Angela A. Me Cline Faul R. Horgan [SEAL]
	all Margan
	[SEAL]
	[SEAL]

State of Maryland, Allegang County, to-mit:

I hereby certify. That on this 14 day of July

in the year nineteen Handred and Fifty-four

, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul R. Morgan and Elizabeth L. Morgan, his wife,

thev

acknowledged the aforegoing mortgage to be

act and deed; and at the same time before me also personally app ared . Joseph M. Naughton, President of the Second National Bank of Cumberland

the within named mortgagee, and made oath in due form of law, that the consideration asid. mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chase

The st. Legge arty Chy

and RECORDED JULY 14" 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 12 4 day of July

year Nancteen Hundred and fifty -four by and between

Wilbur G. McCullough and Ruby N. McCullough, his wife,

of Allegany County, in the State of Maryland, part192 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

TUBERCAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand & 00/100 - - - - - (\$2,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of happer cent. per annum, in the manner following:

UBER 306 PAGE 13

By the payment of **Twenty & 73/100** - - - (\$20.73) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situate, lying and being in the rear of the Northerly side of Shawnee Avenue in the City of Cumberland, Allegany County, Maryland, being a part of Lots 4 and 5, Section H in the Cumberland Improvement Company's Northern Addition to Cumberland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same on the Southerly side of a 16 foot alley at the end of the second line of a deed from Joseph F. Reissig, et al, to George F. Reissig, et ux, dated May 16, 1932 which is recorded in Liter No. 167, folio 548 one of the Land Records of Allegany County, Maryland, and running then with said alley and with the third line of said deed South 68 degrees 45 minutes East 45 feet, then South 21 degrees 15 minutes West 50 feet, then North 68 degrees 45 minutes West 45 feet to a point on the second line of said Reissig deed, and then with part of said second line North 21 degrees 15 minutes East 50 feet to the place of beginning.

Including an easement in a 5 fcot walkway leading from the within conveyed property to the northerly side of Shawnee Avenue, said

walkway being next to and parallel with the fourth line of the aforesaid Reissig deed recorded in Liber No. 167, felio 548.aforesaid.

Being the same property which was conveyed unto the parties of the first part by deed of George F. Reissig and Mary U. Reissig, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors evenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgaged that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and eneumbranees, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Coactber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their hours executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default he made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Encide said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage; to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Two Thousand & 00/100 - - - - - (\$2,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in ease of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgages, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all licus for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said huidings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages may all constitute a breach of this with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said property be acquired by any person, persons, partnership or corporation—other than the mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgage's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due

- 1

UBER 306 PAGE 15

Mitness, the hand and seal of said mortgagors. William Harman State of Maryland, Allegany County, to-wit: I hereby certify. That on this 12 th day of July in the year nineteen Hundred and Fifty -four a Notary Public of the State of Maryland, in and for said County, personally appeared ____, before me, the subscriber, Wilbur G. McCullough and Ruby N. McCullough, his wife, the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration 'in Said mortgage is true and bona fide as therein set forth, and did further make oath in due form of the trat he had the proper authority to make this affidavit as agent for the said mortgagee. YNATON WIRESS my hand and Notarial Seal the day and year aforesaid, William Harman Notary Public. 1954 at 9:00 A.M. This Mortgage, Made this. in the year Nineteen Hundred and fifty-four , by and between WILLIAM F. KERNS and ETHEL M. KERNS, his wife, Allegany __County, in the State of ___ parties of the first part, and IRVING MILLENSON

HOM 306 PAGE 16

Allegany

County, in the State of Maryland,

part v

of the second part, WITNESSETH:

Whereus, The parties of the first part are indebted unto the party of the second part in the full and just sum of Two Thousand Dollars (\$2,000.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6 per cent per annum in monthly installments of \$33.15 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies—of the first part do—give, grant, bargain and sell, convey, release and confirm unto the said party—

ALL that lot or parcel of ground situated on the easterly side of Massachusetts Avenue (formerly Pennsylvania Avenue), in Mapleside, an addition to Cumberland, in Allegany County, Maryland, known and designated as part of Lot No. 255 on the plat of said Addition, as described in the proceedings in No. 2475 Equity in the Circuit Court for Allegany County, and particularly described as follows, to wit:

BEGINNING for the same at the intersection of the easterly side of Massachusetts Avenue with the southerly side of a public square laid out in said Addition, said point of beginning being also North 10 degrees 10 minutes East 375 feet measured along the easterly side of Massachusetts Avenue from its intersection with the northerly side of Fairview Street, and running thence with the easterly side of Massachusetts Avenue, South 10 degrees 10 minutes West 40 feet; then South 79 degrees 50 minutes East 100 feet to a fifteen foot alley; then with said alley, North 10 degrees 10 minutes East 40 feet to the aforesaid public square; and with it, North 79 degrees 50 minutes West 100 feet to the place of beginning.

IT being the same property which was conveyed by Myrtle L. Clingerman to William F. Kerns et ux by deed dated February 9, 1952, and recorded in Deeds Liber 238, folio 166 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

#rowided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, his executor, administrator or assigns, the aforesaid sum of

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

LIBER 306 PAGE 17.

Interesting rertification of the subscriber of the State of Maryland, in and for sald County, personally appeared William F. Kerns and Ethel M. Kerns, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. Irving Millenson the within named mortgagee and made oath in due form of law, that the consideration in said
I hereby rertify, That on this
J hereby rertify, That on this
I hereby rertify, That on this /4 day of July in the year nineteen hundred and fifty-four , before me, the subscriber
I hereby certify, That on this 14 day of July
Allegany County, to-wit:
State of Maryland,
WILLIAM F. KERNS [Seal]
At Rearrand
Witness:
policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
or other losses to inure to the benefit of the mortgagee , his heirs or
the amount of at least Two Thousand Dollars
pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to
And the said part eis of the first part further covenant to insure forthwith and
and paid by the mortgagors. their representatives, heirs or assigns.
the party selling or making said sale; secondly, to the payment of all moneys owing under this mort- gage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of
and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incldent to such sale, including all taxes levied, and a commission of cight per cent.
agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner
of the second part , his heirs, executors, administrators and assigns, o
and the said party
this mortgage, then the entire mortgage debt intended to be hereby secured shall at once becom due and payable, and these presents are hereby declared to be made in trust, and the said party

FILED AND RECORDED JULY 16" 1954 at 8:30 A.M.

This Morinage, Made this Eighth day of July. ---in the year Nineteen Hundred and Fifty-four-----, by and between
ROBERT LAWRENCE KALBAUGH and MARIAN VIVOD KALBAUGH, his wife, ----



NUCCES CONTROL OF CONT

part y_____of the second part, WITNESSETH:

Unbercas, the said Robert Lawrence Kalbaugh and Marian Vivod Kalbaugh, his wife, parties of the first part, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FOUR THOUSAND (\$4000.00) DOLLARS, as evidenced by their joint and several negotiable, promiseory note, of even date herewith, for said sum of FOUR THOUSAND (\$4000.00) DOLLARS, payable on demand to the order of the eaid THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank;

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert Lawrence Kalbaugh and Marian Vivod Kalbaugh, his wife, parties of the first part,

do hereby give, grant, bargain and seil, convey, release and confirm unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

All of the following described real estate eituated in the Town of Westernport, Allegany County, Maryland;

(1). All of that let of real cetate known as LOT NUMBER ELEVEN (11) in Gannen's Addition to the Town of Westernport, in Allegany County, Maryland, REGINNING for the same at a stake on the North eide of the County Road from Westernport to Cumberland and at the end of the first line of Lot No. 10 and running themes with Road South 32 degrees Rass 167 (50) for; themes North 58 degrees East 149-1/3 feet; themes North 58 degrees to the end of the second line at Lot No. 10 and reversing it South 56 degrees West 155-1/4 feet to the place of beginning; being the same

property which was conveyed unto the said parties of the first part by Paul P. Gannon, (unmarried), by Deed, dated September 1st, 1947, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 217, folio 229; and

(2). All that lot or parcel of real estate situated in Gannon's Addition to the Town of Westernport, Allegany County, Maryland, and known as LOT NUMBER TWELVE (12), BEGINNING for the same at a stake on the North side of the County Road from Westernport to Cumberland and at the end of the first line of Lot No. 11, and running thence with said Road South 32 degrees East 50 feet; thence North 58 degrees East 143-4/10 feet; thence North 25½ degrees West 50-35/100 feet to the end of the second line of Lot No. 11 and reversing it South 58 degrees West 149-1/3 feet to the place of beginning; being the same property which was conveyed unto the said parties of the first part by Peter Paul Vivêd and Mary Nagy Vivod, his wife, by Deed, dated May 20th, 1950, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 229, folio 332.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the sald Robert Lawrence Kalbaugh and Marian Vivod Kalbaugh, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

hereby covenant to pay when legally demandable.

But In case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Parties of the first

In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 8. their representatives, heirs or assigns.

Mittiess, the hand and seal of said mortgagors

Attest " Polith Day to
Haybry of Robert Lawrence Hallaugh SEAL] Mayberg of Marian Vivol Kellaugh [SEAL]
STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:
I hereby certify, That on this /4th day of July,
in the year ninetcen llundred and Fifty -four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Robert Lawrence Kalbaugh and Marian Vivod Kalbaugh, his wife,
and each acknowledged the aforegoing mortgage to be their respective
act, and deed; and at the same time before me also personally appeared J. B. Determan,
Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA.
the within named mortgagee, and made oath in due form of law, that the consideration in said
meltigage is true and bona fide as therein set for forth.
S 20 2
WINES my hand and Notarial Seal the day and year aforesaid.
My commission expires
Thiking 7 ct 1961 Je Burel Mayling gr
Notary Public.

Compared and Mailed To Migel Redmont Ma.

FILED AND RECORDED JULY 16" 1954 at 8:30 A.M.

of Westernport, Allegany County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK, OF PIRDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws.

part y _____of the second part, WITNESSETH:

Unbergas, the said Thomas Fahey and Lora Ann Fahey, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FORTY-EIGHT HUNDRED (\$4800.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of FORTY-EIGHT HUNDRED (\$4800.00) DOLLARS, payable on demand to the order of the said THD FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank;

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Thomas Fahey and Loru ann Fahey, his wife, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said -----THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

KAR and assigns, the following property, to-wit:

All of that property situated and located in the Town of Westernport, Allegany County, Maryland, described as follows:

All of that land situated and located on the North side of Maryland Avenue, in the Town of Westernport, Maryland, as laid out on the plat of South Westernport by the Westernport Real Estate and Improvement Company, a corporation, as improved by House Number Four Hundred and Twenty-one (421), BEGINNING for the same at a point on the North side of Maryland Avenue on a course North 43 degrees 40' West Twenty-four (24) feet and Nine (9) inches distant from the intersection of the N. Side of Maryland Avenue with the W. Side of Third Street in said Town; thence running along the N. Side of Maryland Avenue North 43 degrees 40' West Eighteen (18) feet to a point; thence running along the partition wall between Houses Numbers Four

thence running along the partition wall between Houses Numbers Four Hundred and twenty-one (421) and Four Hundred and nineteen (419)
North 46 degrees 20' East Eighty-four (84) feet to the South side of a twelve foot Alley; thence running South 43 degrees 40' East Eight-een (18) feet to a point; thence running along the partition wall between Houses Numbers Four hundred and twenty-one (421) and Four hundred and twenty-three (423) South 46 degrees 20' to the place of beginning on Maryland Avenue; being the same property which was conveyed to the said Thomas Fahey and Lora Ann Fahey, his wife, by Walter B. Croan and Marion G. Croan, his wife, by Deed, dated July 6th, 1954, and to be recorded among the Land Records of Allegany County, Maryland prior to the recording of this Mortgage;

Upon condition, nevertheless, that any sewer or water pipes located on the aforesaid property now in use or for the benefit of other property or in joint use shall remain in such service and each owner of property for which said sewer or water pipes are servicing shall have the right of ingress and egress over the property hereby conveyed for the purposes of repairing, replacing and maintaining same.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties	of
the first part	_
may hold and possess the aforesaid property, upon paying	
the meantime, all taxes, assessments and public liens levied on said property, all which taxes	n s.
mortgage debt and interest thereon, the said Parties of the first part	
hereby covenant to pay when legally demandable.	
But in case of default being made in payment of the mortgage debt aforesaid, or of the in- terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable	
and these presents are hereby declared to be made in trust, and the said	
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors	3
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such asle, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Thomas Fahey and Lora Ann Fahey, his wife, their heir or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	
further covenant to	
Company or companies acceptable to the mortgagee or 1ts successors and assigns, the improvements on the hereby mortgaged land to the amount of at least	
Burned Maybury of Sono and Fakey [SEAL]	
The of west vincinia, mineral county, to wit: 3 hereby certify, That on this 9 th day of July	T
Notary Public of the State / Management, in and for said County, personally appeared nomes Pahey and Lora Ann Fahey, his wife,	
each acknowledged the aforegoing mortgage to be their respective	
et and deed; and at the same time before me also personally appeared J. B. Determan,	
e within named morteages, and made outh in due form of law that the small state is a set	

UBSR 306 PAGE 23

Twinness my hand and Notarial Seal the day and year aforesaid.

Burned Marshing of Biotard Politic

mege leading for aly

FILED AND RECURDED JULY 16" 1954 at 9:10 A.M.

PURCHASE MONEY

This Mortgage, Made this 15th day of July

in the year nineteen hundred and four

by and between

CHARLES E. GOLDEN and LEANNAR. GOLDEN, his wife,

of Ailegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, 1 ...

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - TWENTY-FIVE HUNDRED and 00/100 - - - - - Dollars, on TWENTY-FIVE HUNDRED and 00/100 - Dollars, on Twenty-five - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said part ice of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said particle of the first part do hereby grant, bargain and sell or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described

ALL that certain lot of ground, part of Lot No. 51, in Haley's Addition to Cumberland, Allegany County, State of Maryland, which is more particularly

BEGINNING at a point on the easterly side of Elm Street, said point being the end of the first line of the lot conveyed to William F. Barley by deed dated August 13, 1901, and recorded among the Land Records of said Allegany County in Liber T. L. No. 88, folio 442, and running thence with the easterly eide of Elm Street, North

25 degrees East 30 feet, thence at right angles to said side of said street, eastwardly 100 feet to the western side of Walnut Alley, and with it, South 25 degrees West 30 feet to the end of the second line of said Barley lot, and with it, reversed, westwardly by a straight line 100 feet to the beginning.

IT being the same property which was conveyed by Walter N. Burley et ux to Charles E. Golden et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Twanty-five Hundred - - - - - - - - - (\$2500.00) - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

william R. Carscaden

its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of sald property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the partities of the first part as their interest may appear.

WITNESS the hands and seals of the said part ies of the first part hereto, the day and year hereinbefore written.

Test:

Patty and Danis

Charles E. Collen

enna R. Holden MRAI

State of Maryland,

Allegany County, to wit:

I hereby certify that, on this

15th day of July

1954

before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles E. Golden and Leanna R. Golden, act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said

Clement C. May

did further in like manner, make oath that he is the Secretary

and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof. I have hereunto set my hand and affixed my Notarial Seal this 15th day of July 1954.

HOTAPL OF

Party and Danie Notary Public

Myse Franching Md.

FILED AND .ECORDED JULY 16" 1954 at 9:10 A.M.

This Murigage, Made this /3 the day of July in the year Nineteen Hundred and fifty-four

, by and between

JOHN HARDEN and ALICE HARDEN, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six er centum (6) per annum, payable quarter

Ty, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors asserts and assigns, the following property, to-wit:

that lof or parcel of ground situated at Morantown, Allegany County, Maryland, and more particularly described as follows, to wit:

PEGINNING for the same at an "I" Beam iron stake standing on the Southwest side of the County Poad leading from Morantown to Eckhart, Maryland, said iron stake stands North 5 degrees 00 minutes East 95 feet from the Northeast corner of the foundation wall of the dwelling constructed on this described parcel of ground, said iron stake stending 19 feet on the seventh line of a tract of ground conveyed by Mary E. Hanna et al to "harles Harden by deed dated October 9, 1941, and recorded in Liber No. 192, folio 68 of the Land Records of Allegany wounty and continuing thence with part of said seventh line, parallel to and 16½ feet distant from the approximate center of the aforementioned County Road, (Magnetic Bearings as of November 5, 1943, and with horizontal measurements) South 35 degrees 30 minutes Fast 180 6/10 feet to an "I" Beam iron stake, thence South 53 degrees 6 minutes West 200 feet to an "I" Beam iron stake, then North 34 degrees 42 minutes West 157 6/10 feet to an "I" Beam iron stake standing on the Southeast edge of a roadway leading into the whole property of which this is a part, then with the Poutheast side of said hoad North 46 degrees 31 minutes East 200 feet to the place of beginning.

IT being the same property which was conveyed by Charles Harden et ux to John Harden et ux by deed dated December 1, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber 198, folio 292.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Irunided, that if the said part is of the first part, theirheirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, its successors or assigns, the aforesaid sum of

-- ELEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$1150.00) -- -- together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part <u>les</u> of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesald, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part 1 its successors

agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in

USER 306 PAGE 27

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part les of the first part , their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 3, their representatives, heirs or assigns. And the said part Les of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or Its/assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Hundred and Fifty and 00/100 - - - + Dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee $^{\circ}$, $_{\circ}$ Its $\,$ successors $\,$ assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness, the hands and seals of said mortgagors. Witness: (as to Bath) Nuth m. Jode John granden I lice Harden [Seal]

State of Maryland, Allegany County, to-mit:

manner following to-wit:

I hereby certify, That on this 13 th day of July, in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared John Harden and Alice Harden, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the masshier of said Bank and duly authorized by it to make this affidavit, WITNESS my hand and Notarial Seal the day and year aforesaid. Ruth m. Toda

Notary Public

PILED AND AND JULY 16" 1954 at 9:45 A.M. PURCHASE MONEY This Hartgage, Made this 15th day of July,	
day of July,	
in the year Nineteen Hundred and Fifty Four, by and bet	Ween
Lillian J. Myers and William M. Myers, her husband,	Ween
of AlleganyCounty, in the State of Maryland,	
part les of the first part, and Jeanette Porter,	
of Allegany County, in the State of Maryland.	
partyof the second part, WITNESSETH:	
Unbereas, the parties of the first part are indebted to the	
party of the second part in the full and just own at any	

party of the second part in the full and just sum of One Thousand (\$1,000.00) Dollars, which said sum is to be paid to the said party of the second part in monthly instalments of at least Thirty Five (\$35.00), with interest thereon at the rate of 3% per annum, which said interest is to be paid semi-annually on the unpaid balance. The first of said monthly payments to be made on the 15th day of August, 1954 and to continue on the 15th day of each and every month thereafter until the whole has been paid.

The money herein loaned being for the purpose of making improvements to the hereinafter described property.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the sald party of the second part, her

heirs and assigns, the following property, to-wit: All that parcel of land situate at Red Hill, in Election District No. 24, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a stone, said stone being Corner No. 9 between the Consolidation Coal Company and The Sullivan Bros. Coal Company, and running thence (true meridian courses and horizontal distances used throughout) North 86 degrees 10 minutes West 505.2 feet to a point on the Northerly right-of-way limits of the Cumberland and Penns Ivania R. R. Company a Schoart Branch thence with said

LIDIA 306 PAGE 29

right-of-way North 54 degrees 24 minutes West 60.9 feet, thence leaving said right-of-way North 44 degrees 45 minutes East 202.17 feet to a point on the South side of the National Highway, thence with said South side of the said Highway South 72 degrees 16 minutes East 50 feet, thence South 76 degrees 35 minutes East 110.98 feet, thence South 78 degrees 04 minutes East 236.98 feet, South 86 degrees 54 minutes East 228.74 feet, thence leaving the South side of said Highway South 61 degrees 30 minutes West 225 feet to the place of beginning, containing two acres, more or less.

IT BEING the same property which was conveyed to Lillian J. Livers by deed of Samuel E. Closterman, dated October 14, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 211, folio 605.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, her

executor , administrator or assigns, the aforesaid sum of **One Thousand Dollars**, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said <u>parties of the first part</u>

hereby eovenant to pay when legally demandable.

But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the

second part, her

heirs, executors, administrators and assigns, or Noel Speir Cook, her duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.

And the said parties of the first part

	further covenant to
msure forthwith, and pending the e	xistence of this mortgage, to keep insured by some insurance
Company or companies acceptable t	
assigns, the improvements on the he	ereby mortgaged land to the amount of at least
One Thousand (\$1,000.00)	Dellana
and to cause the policy or policies	issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortga	
of .	their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the	e mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon w	ith interest as part of the mortgage debt
Mitness, the hand and scal	of said mortgagor s
Julia m Pall	Lillian J. Myers (SEAL)
face of regues	Lillian J. Myers
4	TSEAD!
	William M. Myers [SEAT]
	William M. Myers
	[SISAL]
A Section of the Control of the Cont	(76) x (20)
State of Manulaux	W Con C
State of Maryland,	9
Allegany County, to-wi	t:
I hereby certify, a	That on this 15th day of July,
in the year nineteen Hundred and	
	, , , , , , , , , , , , , , , , , , , ,
	ryland, in and for said County, personally appeared
Ellian J. Myers and Wil.	liam M. Myers, her husband,
and They acknowledged the	aforegoing mortgage to be their respective
act and deed; and at the same time	before me also personally appeared Jeanette Porter
	position, appeared the same and a same a same and a same a same a same and a same and a same a same
the within named mestages and	
	made oath in due form of law, that the consideration in said
mortgage is true and bona fide as th	erein set for forth.
85 1 1 1 1 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2	
WITNESS my hand and Notar	rial Seal the day and year aforesaid.
COLORY	
OUBLIC	Julia M. Kephann
Section of the sectio	Notary Public.
and the second s	

UBER 306 PAGE 31

To March and Mailed Delintered The Melbourful, South

FILED AND RECORDED JULY 16" 1954 at 10:45 A.M.
This Afortgage, Made this Thirteenth day of July
in the year Nineteen Hundred - 1 716
in the year Nineteen Hundred and Fifty Faur , by and between
MARTIN E. RHODES JR., AND DOROTHEA RHODES, HIS WIFE,
J. HIS WIFE,
of Allegay
County, in the State of Maryland
part 100 of the first part, and JOHN A. LONGO AND GRACE A. LONGO, HIS WIFE, -
\
and the second
· ·
of Brevard County is the County
County, in the State of Florida
part ies of the second part, WITNESSETH:
Wilhercag the gold and the cold
Unibercas, the said parties of the first part are indebted unto the said parties of the second part for memory berrowed in the sum of TWENTY SIX HUI DOLLARS (\$2,600,00), as evidenced by the Paradassan No.
DOLLARS (\$2,600.00), as evidenced by the Premisery Nete of the said parties of the first part herein dated of even date beneathly the said parties of
the first part herein dated of even date herewith, made payable on demand in the
rum of TWENTY SIX HUNERED BOLLARS (\$2,600.00) with interest at the rate of Five
ercent (5%) per Annum, unto the said parties of the second part, or unto their
order, and
MITRIAS the and a set of the set
WHEREAS, the said parties of the first part have agreed to execute this
fortgage as security for the aferesaid note, and have further agreed to pay in the reduction of said note, until demand to said note.
the reduction of said note, until domaid is made for the full amount, at least the sum of Fifty Dellars (\$50.00) and mostly and the sum of the full amount, at least
the sum of Fifty Dellars (\$50.00) each mouth, plus the accrued interest thereon mill paid in full or until demand is made for the full amount, at least
mtil paid in full or until demand is made for the full amount, and
MITBEAG About A
WHEREAS the said memory herein herrowed is for the purchase price of the
ereinafter described real estate and therefore this is known as a Purchase Hem
The second designation of the second
How Therefore, in consideration of the premises, and of the sum of one dollar in hand
aid, and in order to secure the prompt payment of the said indebtedness at the maturity there
f, together with the interest thereon, the said parties of the first part
and the first dielecti, the said paretes of the first pare
give, grant, bargain and sell, convey, release and confirm unto the said
the second part, their
rirs and assigns, the following property, to-wit:
All of the Northern one-half of that let of ground in the Town of
Horrison's First Addition in Westernport. The said part being described as beginning at a paint on the West of the Said part being described
as beginning at a point on the West side of Hain Street, North 21 degrees
East 25 feet from the end of the first line of Let No. One (1) in said
Addition and running thence with said Main Street North 21 degrees East 25
feet, themce North 69 degrees West 128 feet to Georges Creek and with said
Greek South 21 degrees West 25 feet to a stake which is distant 25 feet from the end of the second lim of sold and add to the distant 25 feet
from the end of the second lime of said original let Ne. One (1), themee
South 69 fegrees East 128 feet to the place of the beginning. Being the
same property as conveyed unto the said parties of the first part herein by John A. Lease at Mr., by deed of survives of the first part herein
by John A. Longo et ux., by deed of even date herevith, which deed is
to be recorded among the Land Records of Allegmy County, Maryland, prior to the recording of this Martenes and Allegmy County, Maryland, prior
THE PROPERTY OF COLOMBRANCE OF THE PROPERTY OF
to the recording of this Hertgage., and being also the same property as con

veyed unto the said John A. Longo, by Enoch J. Longo, et ux., by deed dated February 25, 1925, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 149, Felio 520. -Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said parties of the first part , their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor , administrator or assigns, the aforesaid sum of TWENT SIX HUNDRED DOLLARS (\$2,600,00) --together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said_ parties of the first part, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald parties of the second part, their -heirs, executors, administrators and assigns, or Herace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their -helrs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. And the said parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least THOMY SIX HINGRED & .00/100. Dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , a their ___helrs or assigns, to the extent their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt,.

UBER 306 PAGE 33

Illiftiess, the hand and seal of said mortgagor

Attest: Horace P. Whiterwith &

Martin E. Rhodes J. (SEAL)

State of Maryland. Allegang County, to-mit:

retger a deranking it

in the year ninetsen Hundred and Fifty Four , before me, the subscriber.

a Notary Public of the State of Maryland, in and for said County, personally appeared Martin E. Rhedes Jr., and Derethes Rhedes, his wife, -

and have acknowledged the aforegoing portgage to be their voluntary act and deed; and at the same time before me also personally appeared

the within named mortgagee. and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

john A. Lenge and Grace A. Lenge, his wife, -

Richard Hewhite

THIS MORTGAGE, made this /7 day of July, A.D. 1954, by Cora M. Ash, widow, hereinafter called Mortgagor.

WITNESSETH: That for and in consideration of the sum of Two Thousand Four Mundred and Ninety-nine (\$2,499) Dollars, now dus and owing from the said Mortgagor unto the Magerstown Mousing Corporation, a Maryland Corporation, hereinafter called Mortgagee, and the said Cora M. Ash, widow, does hereby grant and convey unto the said Magerstown Mousing Corporation all that lot or parcel of land, together with the improvements thereon, being two lots situate on the Northwest side of the Little Valley Road in Allegany County, Maryland, and known as Lots Nos. 18 and 19 as laid out on a plat of property known as "Glenora," said lots being described together asfollows:

BEGINNING at a point on the Northwest side of Valley





. 1

Road at the Southeast corner of Lot No. 17, and running with Valley Road in a Northeasterly direction 100 feet, more or less, to the end of the fourth line of Lot No. 20 of said Addition, then with said fourth line reversed 245 feet more or less to Balch Drive, and with said Balch Drive South 37 degrees 10 minutes West 100 feet to the end of the second line of Lot No. 17 of said Addition, and with said second line reversed 240 feet more or less to the point of beginning on Valley Road.

BEING the same property conveyed to the Mortgagor herein by deed of Pearl Lamm, widow, dated July 12, 1948, and recorded in Liber 221, folio 302 among the Land Records of Allegany County, Maryland,

PROVIDED, MOWEVER, that if the Mortgagor pay the sum of Two Thousand Four Mundred and Ninety-nine (\$2,499) Dollars, together with interest of 5% per annum, within One (1) year from date, said interest to be calculated semi-annually on the balance beginning six months from date, and keep and perform the covenants and conditions herein contained, then this mortgage shall be void:

AND the Mortgagor doth hereby covenant to pay the sum of Two Thousand Four Mundred Ninety-nine (\$2,499) Dollars, together with interest of 5% per annum within One (1) year from date.

П

To keep and maintain insurance against loss by fire, with extended coverave endorsement on the buildings and improvements in an amount no less that the cums due hereby, with endorsements to the Mortgagee so that in the event of loss the proceeds shall be payable to the Mortgagee as its interest may appear.

To pay all taxes, liens, public dues, charges and assessments levied or assessed against the mortgaged property when the same become due and payable, as well as all insurance premiums that may be due and payable, and in the event of default in any of the payments aforesaid, the Mortgagee is hereby authorized to pay same and charge it against the mortgaged property as a part of the debt hereby secured.

To pay all costs, commissione, expenses and counsel fees which the Mortgagess may be charged for the collection of this debt, such amounts to be and become a part of the debt hereby secured.

To keep and maintain all improvements upon the said property during the existance of this debt in at least as good a condition and state of repairs as the same now are in. Not to commit waste upon the property or to make material alterations without the prior written consent of the Mortgagee.

PROVIDED, FIRTMER, That if default be made in the payment of the aforesaid mortgage debt or in the interest due thereon, when due and payable, or in any of the covenants and conditions, then the entire indebtedness sedured hereby shall become due and payable immediately, and Mortgagee, its successors or assigns, shall have the right and power at any time after such default to enter upon, take possession of and sell, at public sale, the property hereby secured, after giving at least Twenty days notice of the time, place and manner of sale, upon such terms as the party making such sale may determine, in a newspaper published in Allegany County, Maryland, and out of the proceeds to pay all the expenses of hale, including the usual equity commissions, attorney and appearance fees, the debt hereby secured and interest thereon, and the residue, if any, to the persons then entitled thereto.

Witness: Leaf Laster Cora M. Ash
STATE OF MARYLAND, WASHINGTON COUNTY to-wit:

I MEREBY CERTIFY, That on this Taday of A.D. 1954, personally appeared Cora M. Ash, widow, who, being known to me, the subscriber, a Notary Public in and for the State and County above mentioned, did acknowledge the aforegoing to be her Act and Mortgage; and at the mame time personally appeared Samuel J. Cohen, Vice-President of the Magerstown Mousing Corporation, who, being authorized so to do, did make oath in due form of law that the consideration mentioned in said Mortgage is true

and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
Official Notorial Seal.

1 . We commission expires:

100 may 2-ul-1955

Notary Public

In st Legge atty St

FILED AND RECORDED JULY 16" 1954 at 12:30 P.M.

PURCHASE MONEY

П

This Morigage, Made this 15th day of July

in the

year Nineteen Hundred and fifty -four by and between

Walter C. Reighard, Jr., and Helen R. Reighard, his wife,

LIBER 306 PAGE 36

of Allegany County, in the State of Maryland, partles of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Nine Thousand & 00/100 - - - - - - - - (\$9000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of be per cent. per annum, in the manner following:

By the payment of F1fty-s1x & 94/100 - - - (\$56.94) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as Lets

Nos. 116 and 117 in LaVale Boulevard Court Addition, LaVale, Allegany

County, Maryland, a plat of which said addition is recorded in Liber

No. 1, folio 75 among the Plat Pecords of Allegany County, Maryland,

which said lots are more particularly described as a whole as follows,

to-wit:

LaVale Court, said point being at the end of the division line between Lots Nos. 115 and 116 in said addition and also being distant North 48 degrees 20 minutes West 400 feet from the intersection of said side of said LaVale Court with the westerly side of Atlantic Avenue and running then with said side of said LaVale Court North 48 degrees 20 minutes West 90 feet to the end of the division line between Lots Nos. 117 and 118 in said addition, then with said division line South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said side of said LaVale Annex South 48 degrees 20 minutes East 90 feet to the end of the division line between said Lots Nos. 115 and 116 and then with said division line between said Lots Nos. 115 and 116 and then with said division line North

41 degrees 40 minutes East 162.5 feet to the place of beginning.

parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, emultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for payments to the mortgaged property as provided

20. 1

UBER 306 PAGE 37

in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto,"

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Aecident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collature of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forevor, provided that if the said mortgager s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once hecome due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - (\$9000,00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themseives and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all items for public improvements within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repair of the debt hereby secured and the failure of the mortgagor to comply wifh/paid demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

DBSR 306 BAGE 35

hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the ndequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagee's written consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors .

Attest:	ces oran
William Harman	Walter C. Reighard SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL

State of Maryland, Allegany County, to-wit:

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

JELWITNESS my hand and Notarial Seal the day and year aforesaid.

William Harman Notary Public. USER 306 PAGE 39

To the st Lagre acts Cty

FILED AND ACCORDED JULY 16" 1954 at 12. W P M

PURCHASE MONEY				
This Mortgage, Made this 15th day of July in the	he			
year Nineteen Hundred and fifty-four by and between				
Lee C. Barnett and Lois L. Barnett, his wife,	_			
of Allegany County, in the State of Maryland, parties of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bod corporate, incorporated under the laws of the United States of America, of Allegany County, Mary	l			

WITNESSETH:

land, party of the second part, hereinafter called mortgagee.

Two vertexs, the said mortgagee has this day loaned to the said mortgagors, the sum of Two vertexs. Thousand Five Hundred & 00/100 - - (\$12,500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of the per cent. per annum, in the manner following:

By the payment of Ninety-five & 63/100 - - - (\$95.63) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, ing described property, to-wit:

All those lote, piecee or parcele of ground lying and being at the southeasterly intersection of LaVale Court and Suburban Drive known and designated as Lots Nos. 118 and 119 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which eaid addition is recorded in Liber No. 1, folio 75 one of the Plet Records of Allegany County, Maryland, which eaid lote are more particularly described as a whole as follows, to-wit:

Beginning for the ease at an iron pin stake at the intersection of the easterly side of Suburban Drive with the coutherly eide of LaVale Court and running then with eaid eide of LaVale Court South 48 degrees 20 minutes East 79.88 feet to the end of the division line between Lote Nos. 117 and 118 in eaid addition, then with eaid division line South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with eaid eide of LaVale Annex North 48 degrees 20 minutes West 60.4 feet to an iron pin stake at the intersection of said side of LaVale Annex with the easterly side of Suburban Drive, and then with seid eide of said Suburban Drive North 34 degrees 50 minutes East 163.7 feet to the place of beginning.

LIGER 306 PAGE 40

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally te, and covenant—with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale inciuding taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of ali moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be ailowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand Five Hundred & 00/100 - (\$12,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings

. .

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as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lives for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage or note, or in any demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor 8 to comply mortgage, and and the option of the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver selected the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the the nortgagor's written consent, or should the same be enembered by the mortgagors, their heirs of said principal sum shall immediately become due and demandahle after default in the payment of any monthly installments, as herein provided, (5) that the default in the payment of any monthly installments, as herein provided, shall have conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:		
	Lee C. Barred J.	CODAXA
William Harman	Lee C. Barnett	[SEAL]
The same of the sa	Lois L. Barnett	[SEAL]
		[SEAL]
	Lois of Barnett	(SEAL)
State of Maryland,		[SEALI]
Allegany County, to-wit:		
, .	21 X.	
I hereby certify, That on this.	15th day of J4	ly
in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in a	Detore me, u	
Lee C. Barnett and L	ois L. Barnett, his wife,	
the said mortgagors herein and they acknow and deed; and at the same time before me also p agent for the within named mortgagee and made in said mortgage is true and bona fide as therein of the proper authority to make	ersonally appeared George W. Legge, a cath in due form of law, that the can set forth, and did further make oath this affidavit as agent for the said in the said	Attorney and consideration in due form
	0/ 44	
ANY CONTRACTOR	Killiam Harrian	
THE RESERVE OF THE PARTY OF THE	Note	ary Public.

Filed And account JULY 16" 1954 at 12:30 P.M.

This Mortgage, Made this 14th day of July in the	
Clyde E. O'Baker and Edith M. O'Baker, his wife,	E-Table
of Allegany County, in the State of Maryland, part195 of the first part, here- inafter called mortgagora, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-	17

WITNESSETH:

. .

land, party of the second part, hereinafter called mortgagee.

Wabercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Nine Hundred & 00/100 - - - (\$4900,00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Forty & 04/100 - - - (\$h0.0h) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.



\$211 15220

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situate, lying and being slongthe northwesterly side of the Oldtown Road, leading from the City of Cumberland to Oldtown in Allegany County, Maryland, and being part of what is known as the Hitchcock Farm, a part of which is platted and filed in Plat Box 95, among the Records of Allegeny County, Maryland, and which said part is described as follows, to-wit:

Beginning for the same at an iron fence post on the northwesterly side of aforesaid Oldtown Road, said iron post stands at the end of 7.8 feet on a line drawn South 78% degrees West from the northwest corner of the westerly guard cap of the concrete culvert just south of and about 115 feet from the end of the 12th line of the whole farm known as the "Hitchcock Farm," and the beginning of the deed from Albert Charles to Russell M. Valentine, dated November 22, 1919, and recorded among the Land Records of aforesaid Allegany County in Liber No. 130, felie 677 and running then from said iron fence post North 51 degrees 50 minutes West 234 feet to a small bounded white welmut tree standing on side of hill; then North 21 degrees 35 minutes fast 365 feet to a large bounded red oak tree standing in flat

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on north bank of a run; then South 66 degrees 05 minutes East \$99 feet to a fence post stending on the northwesterly side of the Old-town Road at the end of 10.7 feet on e line drewn North 66 degrees 05 minutas West from the northwesterly corner of the westerly guard cap of the concreta culvert under the Oldtown Road about 380 feet aasterly of the end of the aforementioned 12th line of the whole farm; then with the northwesterly side of the Gldtown Road South 62 degrees West 288 feet; South 51 degrees 50 minutes West 102½ feet; South 43 degrees 15 minutes West 102½ feet to the place of beginning, containing 3-6/100 acres.

Being the same property which was conveyed unto the parties of the first pert by deed of Philip R. Barrett and Mee Virginia Barrett, his wife, deted March 22, 19%6, recorded in Liber No. 207, folio 679 one of the Land Records of Allegany County, Marylend.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

it is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

But it is Burced that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

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or assigns; which sale shall be made in manner following to-wit: By giving at least twenty cays notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Nine Hundred & QQ/100 - (\$4900.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may he made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgagor may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor of to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagoe may, without notice institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns,

Mitness, the hand and seal of said mortgagors .

Attest:

Clark College (SEAL)

Many College (SEAL)

State of Maryland,

Allegany County, to-mit:

Thereby certify, That on this 1414 day of July

in the year nineteen Hundred and Fifty—four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Clyde E. O'Baker and Edith M. O'Baker, his wife, the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William Harman Notary Public.

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Compared and Many Riccias To Chelse Leller Pohof 1375

FILED AND . C.C GROED JULY 17" 1954 at 9:50 A.M. PURCHASE MONEY CHATTEL Ulius Anrigage, Made this day of July in the year Nineteen Hundred and fifty-four of Mineral County, West Virginia, WALLACE D. LILLER/and CHARLES O. LILLER, of Allegany County, in the State of Maryland, bullies of the first part, and CHELSIE A. LILLER of Allegany County, in the State of Maryland. party of the second part, WiTNESSETH: Mirrens, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Four Thousand Two Hundred Fiftythree Dollars and Sixty-eight Cents (\$4,253.68), this day loaned the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, which said sum shall be repaid within one year from the date hereof, together with interest at the rate of six per cent per annum . AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto. Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first give, grant, bargain and sell, convey, release and confirm unto the said part y____ of the second part . his heirs and assigns, the following property, to-wit: I. An undivided one-half interest in and to a black top plant, consisting of an Erie coal bin, Cedar Rapids dryer, pug mtll, Bartlett and Snow dust collector, Eclipse boiler, motors and electrical equipment and all other parts and supplies used in connection with said black top plant, as well as all other property purchased from the F. D. Cummer Manufacturing Company of Cleveland, Ohio. 2. An undivided one-half interest in and to a Bay City Model 32 gasoline power five-eights (5/8) yard shovel. 3. An undivided one-half interest in all other attachments and equipment used in connection with the operation of said black top plant which is located on the McMullen Highway southwesterly of Cresaptown, in Allegany County, Maryland. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Frouthed, that if the said parties of the first part, their heirs, executors, administrators or assigns, do snd shall pay to the said part y of the second part . his executor , administrator or assigns, the aforesald sum of___ Four Thousand Two Hundred Fifty-three Dollars and Sixty-eight Cents (\$4253.66) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesald property, upon paying in the meantime, all taxes,

assessments and public liens levied on said property, all which taxes, mortgage debt and interest

thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mertgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part . him heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST His, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns, And the said part ics of the first part further covenant - to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Two Hundred Fifty-three and 68/100 Dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire er other losses to inure to the benefit of the mortgagee . his assigns, to the extent of ... his Jien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness Charles O. Liller [Seal] State of Maryland. Allegany County, to-wit: I hereby certify, That on this 15 th day of July in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Wallace D. Liller and Charles O. Liller, acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared... Chelsie A. Liller . the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. STINIAS my hand and Notarial Seal the day and year aforesaid. Patty and De

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Compared and I make Secure City Charles L. Mills Done of City

FILMU AND COLLEGE JULY 17" 1994 at 9:30 A.M.

This Morigage, Made this 6th day of July,
in the year Nineteen Hundred and Fifty-four, by and between
Howard C. Harcierode and Marjorie M. Hurcierode, his wife,

of Allegany County, in the State of Maryland,
partles of the first part, and
Churles of Miller.

of allegeny _____County, in the State of _____Maryland, party _____ of the second part, WITNESSETH:

Unbercas, the Parties f the First Part are bona fidely and Justly incepted unto the Party of the Second Part in the full and Just sum of Two Thousand Four Hundred (\$2400.00) Dollars, which said sum shall be repaid in equal monthly installments of Fifty Dollars (\$50.00) each, the first of which said monthly payments shall become due and payable on the 15th day of Angust, 1954, and nonthly theresafter on the Fifteenth day of each succeeding nonth until fully paid; and the said principal sum or any balance thereof shall bear interest at the rate of Mix per cent per month and which said interest shall be computed and paid monthly hereafter on the same date as the said principal paym ats shall be made; with the right reserved unto the Parties of the First Part to prepay any or all of said principal or interest at any time prior to its maturity.

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Howard C. Harcelrode and Marjorle M. Harclerode, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Charles -. Miller, his

heirs and assigns, the following property, to-wit:

FIRETXFAXIORY

All that piece or parcel of ground situate and lying along the easterly side of the County Road leading through Cash Valley and one and one-half miles southwest of the Village of Corrigansville, in Allegany County, Maryland, and more particularly described as rollows, to-wit:

Beginning for said parcel of ground at a stake standing on the easterly side of the County Road leading through Cash Valley and on the division line between this described parcel and the land of Charles Getson, said stake being 20 feet from Station 61-05 of the County survey of said road; and running thence by magnetic bearings of 1933 and with said division line, South 54 degrees East 310 feet

to a stake in the westerly right-of-way line of the Western Maryland Railroad Compan, being distant 50 feet from the center between the two main tracks of said Hailroad; thence with said westerly right-of-way of said Railroad being a line parallel to and 50 feet distant from the center between the main tracks of said Railroad by a curve to the feet having a radius of 5779.7 feet whose chord is South 47 degrees 06 minutes west 155 feet to a stake on the northerly side of a 15-100t roadway feading from said mailroad right-of-way to the Cash Valley County Hoad hereinselore mentioned; thence with the northerly side of said 15-foot roadway, North 55 degrees 54 minutes west 234.5 feet to a stake standing 20 feet from Station 62-55 of the County survey of said road; and thence 20 feet distant and parallel with said centerline of said road, North 56 degrees 26 minutes fast 150 feet to the place of beginning, containing 1 and 4/100 acres, hore or less.

In Aromedal Property is the same property conveyed by deed of even date herewith, by and between James 1. Crosten, widower, and Howard C. Harcierode and Marjorie M. Harclerode, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Marjiand, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said howard r. harcheroge and marjorie it.

marcheroge, their heirs, executors, administrators or assigns, do and shall pay to the said

Charles w. hiller, his

executor, administrator or assigns, the aforesaid sum of Two Thousand Four hungred

(22,400.00) poliars

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Moward C. harcheroge and marjorie A. harcheroge, his wife,

may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, upon paying in mortgage debt and interest thereon, the said

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

heirs, executors, administrators and assigns, or Earl E. Manges,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty deficiency of the rine, place, manner and terms of sale in some newspaper published in come tax hand and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said_____

- 1

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

Hnd the said Howard C. Harclerode and Marjorie M. Harclerode,

- 1	- marcy	12.000
Î	insure forthwith, and pending the existence of this mortgage, to	further covenant to
	Company or companies accordate	keep insured by some insurance
	Company or companies acceptable to the mortgagee or nis	
	assigns, the improvements on the hereby mortgaged land to the a	mount of at least
	The Thousand rour numbers (\$2,400.00) and to cause the policy or policies is and to	Dollars
	peaces issued therefor to be so frame	d or endorsed as in some of the
- 1	to thate to the benefit of the mortgages , all ;	THE PROPERTY OF STREET
	the state of the s	4
	or the mortie	Harana sunt a seguinte de la region de la re
	and collect the premiums thereon with interest as part of the mo	agest that effect said insurance
	Mituess	rigage nent_
	Witness, the handsond scoker said mortgagors:	
- 11	Attest	
	care marge Howard Com	86 1
- 1	noward C. an	Perchade (SEAL) TOTETOUS (D) Nanchide (SEAL)
	car o rarge pararul	n Hardendous
	Allegany County, to-mit:	
- 1	I hereby certify, That on this 6 32	day of yury
	THE WIND MANAGEMENT OF THE WAY OF SELECTION OF THE SELECT	
	The second secon	. before me, the subscriber.
	a Notary Public of the State of Maryland, in and for said Count	y, personally appeared
- 11	nother C. marcieroue and darjorie A. Harcieroc	se, mis wife,
	and each acknowledged the aforegoing portgage to be a	
II.	act and deed; and at the same time before me also personally app	
11		eared
	Charaes L. Miller	eared
o mare	the within named mortgagee, and made oath in due form of law,	
6	the within named mortgagee, and made oath in due form of law,	
07/	the within named mortgagee, and made oath in due form of law, mortgage is true and bona fide as therein set for forth.	that the consideration in said
07/	the within named mortgagee, and made oath in due form of law,	that the consideration in said
07/3	the within named mortgagee. and made oath in due form of law, mortgage is true and bona fide as therein set for forth. ARY WINNESS my hand and Notarial Seal the day and year aforting.	that the consideration in said
07/	the within named mortgagee. and made oath in due form of law, mortgage is true and bona fide as therein set for forth. ARY WINNESS my hand and Notarial Seal the day and year aforting.	that the consideration in said

LIGER 306 PAGE 50

FILED AND RECORDED JULY 17" 1954 at 11:30 A.M.

This Mortgage, Made this 17th day of July in the year Nineteen Hundred and Fifty __four

____, by and between

Richard F. Gray and Helen M. Gray, his wife

of Allegany County, in the State of Maryland parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Wibereas, the said Richard F. Gray and Helen M. Gray, his wife

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Three thousand four hundred twenty-five and no/100----Dollars (\$ 3425.00 ___), to be paid with interest at the rate of Six per cent (_6_%) per annum, to be computed monthly on unpaid balances, in payments of at least Thirty-five and no/100 Dollars (\$ 35.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Richard F. Gray and Helen M. Gray,

give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit: FIRST. All that lot or parcel of ground situated on the Westerly side of Wempe Drive, in the City of Cumber; and, Allegany County, Maryland, which is more particularly described as follows, to wit:

Beginning for the same at a point on the Westerly side of Wempe Drive North 20 degrees 45 minutes East 70 feet from the beginning of the third line of the deed from Robert F. Hopkins, unmarried, to Bert A. Browning and Alma M. Browning, his wife, which deed bears date October 12, 1946 and is recorded in Liber 211, folio 614, one of the Land Records of Allegamy County, Maryland, and running thence continuing with the westerly side of Wempe Drive and with the third line of said deed, North 20 degrees 45 minutes East 70 feet, thence leaving said Wempe Drive and running North 68 degrees 10 minutes West 157.5 feet, thence South 17 degrees 30 minutes West 70.06 feet

. . .

UBER 306 PAGE 51

thence South 68 degrees 10 minutes East 153.75 feet to the place of beginning.

It being the same property which was conveyed to Richard F. Gray and Helen M. Gray, his wife by Bert A. Browning and Alma M. Browning, his wife by deed dated the 20th day of September, 1947 and recorded in Liber 217 folio 636, one of the Land Records of Allegany County, Maryland.

SECOND. All that lot or parcel of ground situated on the Westerly side of Wempe Drive, in the City of Cumberland, Maryland which is more particularly described as follows, to wit:

Beginning for the same at a point on the Westerly side of Wempe Drive at the beginning of the third line of the deed from Robert F. Hopkins, unmarried, to the said Bert A. Browning and Alma M. Browning his wife, which deed bears date October 12, 1946 and is recorded in Liber 211, folio 614, one of the Land Records of Allegany County and running thence with part of the third line of said deed and with the westerly side of Wempe Drive North 20 degrees 45 minutes East 70 feet thence North 68 degrees 10 minutes West 153.75, thence South 17 degrees 30 minutes West 70.06 feet, thence South 68 degrees 10 minutes East 150 feet to the place of beginning.

It being the same property which was conveyed to Richard F. Gray and Helen M. Gray, his wife, by Edmon Y. Dill and Mary C. Dill his wife by deed dated the 30th day of June, 1950 and recorded in Liber 229 folio 613, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

	anywise appertaining.
Provided,	that if the said Richard F. Gray and Helen M. Gray, his wife
their	heirs, executors, administrators or assigns, do and shall pay to the said
CUMBERLAND SA	VINGS BANK of Cumberland, Maryland, its successors or assigns, the afore- Thouand Four Hundred twenty-five and no/100 Dollars
(\$3425.00) together with interest thereon, as and when the same shall become due
and payable, and in t	he meantime do and shall perform all the covenants herein on their d, then this mortgage shall be void.
And it is B	greed that until default be made in the premises, the said
Richard F. Gra	y and Helen M. Gray, his wife
	may hold and possess the aforesaid property, upon paying in tes, assessments and public liens levied on said property, all which taxes, terest thereon, the said Richard F. Gray and Helen M. Gray.
hereby covenant to	pay when legally demandable.
then the entire mortga and these presents a	fault being made in payment of the mortgage debt aforesaid, or of the in- ie or in part, or in any agreement, covenant or condition of this mortgage, age debt intended to be hereby secured shall at once become due and payable, re hereby declared to be made in trust, and the said CUMBERLAND Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in mauner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Richard F. Gray and

Helen M. Gray, his wife, their
in case of advertisement under the above power but no sale, one-haif of the above commission
shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

and the said Richard F. Gray and Helen M. Gray, his wife

further covenant to

USER 306 PAGE 52

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee. its successors or assigns, to the extent of its or their lien or claim, hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Withtess, the hand and seal of said mortgagors.

- A

y and and active on serie i	nortgagor s.
Attest:	2
01110m 01	D. W. note D
cathel Malarta	Nuchard & Dray
Ethel McCarty	Richard F. Gray (SEAL
0	01 1 1 6
	Halan M. Anay [SEAL
state of Maryland,	noten at Gray
Allegany County, to-wit:	
21	
I hereby certify, That on this.	17th day of July
	100000000000000000000000000000000000000
in the year nineteen Hundred and Fifty - four	
a Notary Public of the State of Maryland, in an	d for said County, personally appeared
Richard F. Gray and Helen M. Gray	, his wife
and each acknowledged the aforeming	STATE OF THE PROPERTY OF
and 680h acknowledged the aforegoing	mortgage to be their
act and deed; and at the same time before me also	o personally appeared Marcus A
War a safe to man	
and, Maryland.	CUMBERLAND SAVINGS BANK, of Cumber-
he within named mortgagee, and made oath in o	iue form of law, that the consideration in said
nortgage is true and bona fide as therein set fort	h, and the said Marcus A. Naughton.
	urther made oath in due form of law that he is
be Vice-President and agent, of the	CUMBERLAND SAVINGS BANK of Cumber-
and, Maryland and duly authorized to make this	affidavit.
40.00	
- WITNESS my hand and Notarial Seal the d	ay and year aforesaid.
113/3	
and the second	211 1 00 -
	Other McPorts
	Ethel McCarty. Notary Public.

LIDER 306 PAGE 53

Earl & Manger acty aty

FILED AND MECORIED JULY 17" 1954 at 9:30 A.M.

This Mortgage, Made this 16 day of July

in the year Nineteen Hundred and Fifty-four _______, by and between Luther J. Witt and Anna V. Witt, nis wife,

of County, in the State of Maryland partles of the first part, and Harry A. Ludwick

of ________County, in the State of West Virginia party ______of the second part, WITNESSETH:

Ulbercas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of Two Thousand Two Hundred Fifty-five Dollars and Eignty-three Cents (\$2,255.83), and which said principal sum shall become due and payable five years from the date hereof; and in the meantime the said principal sum or any balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said interest shall be computed and payable each six months nereafter, the first of which said interest payments shall become due and payable six months from the date hereof; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its date of maturity.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said Luther James witt and Anna Virginia Witt, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Harry A. Luqwick, his

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate near Corrigansville in Allegany County, Maryland, described as follows, to-wit:

BEGINNING for said parcel of ground at the end of 35 feet on the second line of the property described in the deed from John A. Lepley and wife to J. Carl Smith, dated October 26, 1903, and recorded in Liber No. 93, folio.711 (being also at the end of the second line of that part of the whole property which was conveyed to Edward F. Sheridan and wife by J. Carl Smith and wife by deed dated April 23, 1908, and recorded in Liber No. 102, folio 601), and running thence with the remainder of said second line of the whole lot, South 63 degrees 55 minutes hast 35 feet; thence with the third line of the whole lot, North 26 degrees 8 minutes hast

106 feet; thence with part of the fourth line of the whole lot North 60 degrees 55 minutes west 35 feet to the end of the third line of the part conveyed to Edward F. Sheridan and wife by the deed aforesaid; thence reversing said third line, South 26 degrees 8 minutes west 106 feet to the beginning.

The AFORESAID PROFERTY is the same property conveyed by deed dated the 19th day of December, 1945, by and between Charles H. Moses and Mildred F. Moses, his wife, and Luther J. Witt and Anna V. Witt, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 2006, folio 494; a specific reference to which said deed is nereby made for a full and more particular description of the land hereby conveyed by Particular description of

of mortgage. Cogether with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Provided, that if the said Lutner J. Witt and anna Virginia Witt, ni
wile, heirs, executors, administrators or assigns, do and shall pay to the said
Harry M. Ludwick, mis
executors, administrators or assigns, the aforesaid sum of. Two Incusand Two number rifty-five poliars and signty-three Cents
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
Luther J. witt and anna Virginia witt, his wife,
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Luther J. witt and anna Virginia witt, his wife,
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the in- terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
Harry A. Ludwick, his
heirs, executors, administrators and assigns, or FARI E. Hanges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty and the property of the time, place, manner and terms of sale in some newspaper published in these sections. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. The ir
n case of advertisement under the above power but no sale, one-half of the above commission
thall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
Hnd the said Lather J. Witt and Anna Virginia Witt, his wife,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or Dis

LIGER 306 PAGE 55

mprovenicity of the haraby m			
The Whomen in	ortgaged land to the amount of at least		
Tho Inousand Two hungred Fifty-live and 84/1.0			
positive issued therefor to be so frained or endorsed as in case of fines			
beire or new in the benefit of the mortgagee , nis			
of heirs or assigns, to the extent of his zxzxzxzxzxzxzxzxzxzxzx zxzxzxxxxx lien or claim hereunder, and to place such policy or policies forthwith in possession of the extent			
policies forthwith in possession of the morte	agee , or the mortgagee may effect said insurance		
and collect the premiums thereon with inter	rest as part of the mortgagee may effect said insurance		
Mituess	the mortgage debt.,		
Illituess, the hand and scales said	mortgagors:		
Attest:	Pro andre		
calc. Innigo	1 /2 2 23		
	Luther J. witt [SEAL]		
carlow right	Anna Virginia Litt [SEAL]		
	THE MALE		
	Anna Virginia HIT [SEAL]		
State of Maryland,			
Allegany County, to-wit:			
I hereby certify, That on the	his 16 th day of July		
in the year nineteen Hundred and Fifty -1			
a Notary Public of the State of Maryland, i	n and family 1. G		
	" and for said County, personally appeared		
Luther J. Witt and Anna Virgin	ia witt, his wire,		
Luther J. Witt and Anna Virgin	ia witt, his wire,		
and did each acknowledged the aforego	ia witt, his wire,		
and did each acknowledged the aforego	ia witt, his wire,		
Luther J. Witt and Anna Virgin	ia witt, his wire,		
and did each acknowledged the aforegoing act and deed; and at the same time before me Harry A. Ludwick	ia witt, his wire, ing mortgage to be his and her respective e also personally appeared		
and did each acknowledged the aforegoing act and deed; and at the same time before me Harry A. Ludwick	ing mortgage to be his and her respective also personally appeared in due form of law, that the consideration in said		
and did each acknowledged the aforegoing act and deed; and at the same time before me Harry A. Ludwick	ing mortgage to be his and her respective also personally appeared in due form of law, that the consideration in said		
and did each acknowledged the aforegoing act and deed; and at the same time before me Harry A. Ludwick	ing mortgage to be his and her respective also personally appeared in due form of law, that the consideration in said		
and did each acknowledged the aforegoing act and deed, and at the same time before me harry A. Ludwick Other than named mortgagee, and made oath	ing mortgage to be his and her respective also personally appeared in due form of law, that the consideration in said for forth.		
and did each acknowledged the aforegoing act and deed; and at the same time before me Harry A. Ludwick	ing mortgage to be his and her respective also personally appeared in due form of law, that the consideration in said for forth.		
and did each acknowledged the aforegoing act and deed, and at the same time before me harry A. Ludwick Other than named mortgagee, and made oath	ing mortgage to be his and her respective ealso personally appeared in due form of law, that the consideration in said for forth.		
and did each acknowledged the aforegoing act and deed, and at the same time before me harry A. Ludwick Other than named mortgagee, and made oath	ing mortgage to be his and her respective also personally appeared in due form of law, that the consideration in said for forth.		
and did each acknowledged the aforegoing act and deed, and at the same time before me harry A. Ludwick Other than named mortgagee, and made oath	ing mortgage to be his and her respective ealso personally appeared in due form of law, that the consideration in said for forth.		

This Martgage, Made this 17th day of July

in the year Nineteen Hundred and Fifty-four , by and between

Daniel L. Fradisha and Phyllis T. Fradiska, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and Nina D. Lichtenstein

of Allegany County, in the State of Maryland part Y of the second part, WITNESSETH:

unto the said kina J. Lichtentein in the full and just sum of Two Thousand (\$2,000.00) bollars, together with interest thereon at the rate of five (5%) per centum per annum, said interest is to be the rate of five (5%) per centum per annum, said interest is to be sum with interest the room as above previded shall be paid at the rate of Fifty (\$50.00) Bollars per menth on the 17th day of each and every month hereafter, from which menthly payments the interest is to be first deducted and the ballace thereof is to be applied on the principal sum of this mortgage until said principal sum is baid in full; and to the payments of which said sum and sums of mency with interest thereon as above provided the said parties of the first part agree to pay when and as the same shall be due and payable. The parties of the first part shall have, and they are nor by given, the right and privilege to anticipate the payment of any amount or amounts on account of the principal sum aforesaid.

Phyllis T. Fradiska, his wife do give, grant, bargain and sell, convey, release and confirm unto the said

Nina D. Lichtenstein, her

heirs and assigns, the following property, to-wit:

-- 1

All that lot or parcel of ground located on the northerly side of Decatur Street in the City of Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a chiseled cross mark on the northerly side of Decatur Street, distant South 48 degrees 30 minutes East 65.8 feet from the intersection of said side of Decatur Street with the Easterly side of Fulton Street and running (1) thence at right angles with Decatur Street and with the center of the middle partition wall of the double brick dwelling known and designated as Nos. 115 and 113 Decatur Street, and the same extended, North 41 degrees 30 minutes East 84 feet to a stake; (2) thence at

LIBER 306 PAGE 57

right angles, North 48 legrees 30 minutes Nest 0.8 feet; (3) thence at right angles North 41 degrees 30 minutes wast 64 feet to a chiseled cross mark on the Southerly side of Bellevie street; (4) thence with Resievue Street, South 48 degrees 30 minutes wast 19 feet; (5) thence at right angles with Be levue Street, South 41 degrees 30 minutes West 148 feet to a chiseled cross mark on the Nartherly wile of Secatur Street; (6) thence with Decatur Street, North 48 isomoss 30 minutes West 148.00 feet to the place of legions.

BaiNG the same lot or parcel of ground conveyed to the said Daniel L. Fraidska and invilis T. Fradisla, is wife, by Carmio T. Oltzman and Abrahar Calteman, her bustand, by lead later the loth inview County, 1947, and recorded around the band accorded to the party County, is ryland, in Liber No. 217, follower, a reference to which main dead is horeby particularly rate.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in envelope apportaining

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Provided, that if the said Daniel L. Fradisks and Phyllis T.
the ir heirs, executors, administrators or assigns, do and shall pay to the sai
Nine Lichtenstein, her
executor , administrator or assigns, the aforesaid sum of
Two Thousand (\$2,000.00) Pollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
parties of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
Nina D. Lichtenstein, her
PARTY OF PRATITIONS OF THE HEL
heirs, executors, administrators and assigns, or <u>Clarence Lippel</u>
this her or chanter duly constituted attorney or against, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incldent to such sale, including all axes levied, and a commission of eight per cent to the party selling or making said sale; secondly, so the payment of all moneys owing under this mortgage, whether the same shall have been then
natured or not; and as to the balance, to pay it over to the said
parties of the first part, their heirs or assigns, and
n case of advertisement under the above power but no sale, one-half of the above commission
hall be allowed and paid by the mortgagor their representatives, heirs or assigns.
And the said parties of the first part

LIPER 306 PAGE 55

means forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companie acceptable to the mortgagee or here many the improvements on the hereby mortgaged land to the amount of at least. Too Insure: 1 (100,00000) Dollars, and to cause the policy or pedicies issued therefor to be so framed or endorsed, as in case of fires, to mure to the benefit of the mortgagee here heirs or assigns, to the extent of the hereby the presence for the interval of the mortgage or the mortgage many effect sold insurance and collect the precisions thereon with interest as part of the mortgage debt.
Attest Attest Attest Attest Applie I Indiapa [SEAL]
State of Maryland, Allegany County, to-wit:
I hereing certify, That on this 17th day of July, in the year Nineteen Handred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Daniel L. Fradiska and Phyllin T. Fradiska, his wife, and they cacheknowledged the aforegoing mortgage to be their respective
Rina D. Lichternstein the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.
O LIC. Notary Public.

UBER 306 PAGE 59

Commerced and Marines Transmen & To Milgre Investing Miles

Piled A.J (CC. Jed JUL) 19" 1954 at 12:40 r.m.

This Mortgage, Made this

15 "

day of

July

. 1954 .

by and between CATHERINE ERGDE, unmarried, GEORGE BRODE, unmarried, LARY SATHOFF and HEARY SATHOFF, HER HUSBALD,

of Allegany County, Maryland, part es of the first part, herein after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Unbereas, the Mortgagor, being a member of said Society, has received therefrom a loan of FOUR HUNDRED NINETY and UO/100 - - - - - - DOLLARS (\$ 490.00) being the balance of the purchase money for the property hereinafter described

on his THREE AND TEN-THURTEENTH - - - - - - - (3-10/13) SHARES of its stock.

BIND Unbereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of ----- FIVE and 00/100-----

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And unbercas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagoe, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of land lying and being in Allegany County, Maryland, known and distinguished as Lot No. 6 of Prost's Fifth Addition to the Town of Prostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 15, folio 521, said lot being more particularly described as follows:

EEGINNING for the same at the end of the first line of Lot No. 5, and running thence North twenty-seven degrees twenty-six minutes West sixty-six feet, South fifty-two degrees forty-five minutes West one hundred and sixty-five feet, South twenty-seven degrees twenty-six minutes East sixty-six feet, North fifty-two degrees forty-five minutes East one hundred and sixty-five feet to the place of beginning; containing one-fourth of an acre.

IT being the same property which was conveyed to Conrad C. Brode by Catherine Brode, by deed dated December 25, 1895, and recorded among

LIGER 306 PAGE 60

the Land Records of Allegany County, Maryland, in Liber No. 78, folio 232; said property was devised by the last will and testament of the said Conrad C. Brode unto Rachael Brode, his wife, for life and then unto his children, Mary Sathoff, Cetherine Frode, George Brode and Saran B. Duckworth, which is of record in the office of the Register of wills for Allegany County in Wills Liber "G", folio 181; the share of the said Sarah B. Duckworth and her husband was conveyed to George Brode, Mary Sathoff and Catherine Brode by oeed dated September 24, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 191, folio 368; Rachael Brode may now departed from this life, the title to said property is vested in Mary Sathoff, Catherine Brode and George Brode, as tenants in common.

Together with the buildings and improvements thereon and the rights reads were weters

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provice, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

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(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbeforc mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of

the Mortgagee.

- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

End in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Wittiess, the signatures and seals of the parties of the first part on the day and year above written. WITNESS as to all: Les At Boettney State of Maryland. Allegany County, to-wit: I hereby certify, That on this... day of July before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CATHERINE BRODE, unmarried, GEORGE BRODE, unmarried, MARY SATHOFF and HENRY SATHOFF, her husband, the Mortgagor herein, and acknowledged the aforegoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such

Witness my hand and Notarial Seal.

Compared and States Coloredo To Mitges City 28 1254

	FILEU AND H	YIUI, Gadinoon	20" 1954 at	: 12:05 P.H.
This	Mortgage, Made	this 20 ×	day of	July
	r Nineteen Hundred and			
	LEAH	E. HINKLE (v	vidow)	,
of	Allegany	County,	in the State of_	Maryland
mrty	of the first part, and			
E SECO	HD NATIONAL BANK OF oration duly incorpo	CUMBURLAND, orated under	Cumberland, the laws of	Maryland, a bank- the United States
r	Allegeny	County,	in the State of_	Maryland
arty	of the second part, WITN			
ble one he amou f prince ears fr	th, said payments to to principal; the month from the dat int of principal and cipal or interest re rom the date hereof ow Therefore, in considera in order to secure the prompt	first of sai e hereof, an interest is emaining unpa- shall be the ation of the premist payment of the	d payments to continu paid in ful id at the er n due and pa was, and of the su maid indebtedness	to be due and pay- ne monthly until nl. Any bulance nd of ten (10) nyable. nm of one dollar in hand s at the maturity there-
, togethe	r with the interest thereon, t	he said part	y of the fir	st part
es	give, grant, bargain and a			nto the said
	y of the second par		sors or	
elicscount o	szigns, the following propert	y, to-wit:		
o. 69, nd more	LL that lot or parce in Gephart's Bedford particularly descri	al of ground d Road Additi lbed as follo	known and d ion to Cumber ws, to wit:	esignated as Lot rland, Maryland,
Linco	EGINNING for the san	me at a point	on the Sou	theasterly side

LIBER 306 PAGE 63

Addition, and running thence with said side of said Street, North 41 degrees 18 minutes East 31 feet, then at right angles to said street South 48 degrees 42 minutes East 97% feet to Eaple Alley, and with

it, South 37 degrees 30 minutes West 30.1 feet to the end of the second line of Lot Mo. 68, and with it reversed, Morth 48 degrees 42 minutes West 100 feet to the beginning.

Bill III the same property which was conveyed to Leah E. Hinkle and C. Raymond Hinkle, her husband (now deceased) by A. Hulet Johnson (widow) by deed dated June 25, 1940, and recorded among the Land Lecords of Allegany County, Eryland, in Liber No. 187, folio

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said __party_of the first part

her ____heirs, executors, administrators or assigns, do and shall pay to the said __party_of the second part, its successors

excentence and party of the second part, its successors

excentence and party of the second part, its successors

excentence and party of the second part, its successors

excentence and party of the aforesaid sum of

Five Thousand (\$5,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ____ her __part to be performed, then this mortgage shall be void.

Had it is Higreed that until default be made in the premises, the said _______

party of the first part.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said_______

party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.....

party of the second part, its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the baiance, to pay it over to the sald_

narty of the first part, her heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1ts successors or

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assigns, the improvements on the hereby mortgaged land to the amount of at least	
Tive housend and no/100 (55,000.00) Dollars,	1
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagee .its successors XDENX or assigns, to the extent	
ofits their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
Mitness, the hand and seal of said mortgagor.	
Attest:	
Light the Claim Link & Hinkle [SEAL]	
State of Maryland, Allegany County, 10-wit:	
I hereby certify, That on this 20 4 day of July	
in the year Nineteen Hundred and Fifty-Four , before me, the subscriber,	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
LEAN E. WINKLE (widow)	
and acknowledged the aforegoing mortgage to be her	
act and deed; and at the same time before me also personally appeared	
John H. Losner, Cashier of	
the within named mortgagee, and made oath in due form of law, that the consideration in	
mortgage is true and bona fide as therein set forth.	1
WITNESS my hand and Notarial Seal the day and year aforesaid.	
Notary Public.	-

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The st Leage letty 24

Piled AND MCCULLED JULY 20" 1954 at 12:50 P.M.

This Mortgage, Mad	le this 19 th day of	July	in the
year Nineteen Hundred and fifty-f	Dur by and between		In th
James H. Diehl and	Mary Elaine Diehl,	his wife.	

of Allegany County, in the State of Maryland, part1es of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thirty-four Hundred & 00/100 - - - - (\$3500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 45 per cent. per annum, in the manner following:

By the payment of Thirty-two & 71/100 - - - (\$32.71) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or percel of ground situate on Columbia Street in the City of Cumberland, in Allegany County, State of Maryland, and known as the southeastern half of Lot No. 35 in Gephart's Second Addition to Cumberland, a plat of which said addition is recorded in Liber No. 38, folio 580 one of the Land Records of Allegany County, Maryland, and described as follows, to-wit:

Beginning at a stake on the south side of Columbia Street and at the end of the first line of Lot No. 34 in said addition, and running then with said Columbia Street, North 60-3/4 degrees West 25 feet, then South 29 1/4 degrees West 140 feet to Bond Street, then with said street, South 60-3/4 degrees East 25 feet to a corner of Lot No. 34, and then with said lot North 29-1/4 degrees East 150 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Sareh Franklin, Executrix of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that <u>thay</u> will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers. their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Four Hundred & 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the
mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawdencing the payment of all liens for public improvements within ninety days after the same shall
become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any
other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no
waste/impairment or deterioration of said property, or any part thereof, and upon the failure of the

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mortgagor 8 to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagers—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this nortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this nortgage, and amply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any occurity for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagers and account therefor as the Court may direct; (4) that should the title to the herein mortgagers written consent, or should the same be encumbered by the mortgagors, their than the mortgagers written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors.

Attest:

James H. Diehl [SEAL]

Mary Jeine Diehl William Harman

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 1974 in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared , before me, the subscriber,

James H. Diehl and Mary Elaine Diehl, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William Harman Notary Public. Compared and Middle Missered & To Les St. Ling atty City

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FILED AND ACCURDED JULY 20" 1954 at 12:50 P.M.

PURCHASE MONEY This/ Marigage, Made this /6 // day of July In the year Nineteen Hundred and fifty four by and between Roy A. Malone, unmarried.	he
of Allegany County, in the State of Maryland, part_y_of the first part, her inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a boc corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.	
Unbergas , the said mortgagee has this day loaned to the said mortgagors, the sum of $-$ Eighteen Hundred and $00/100$ (\$1800,00) Dollars which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{5-1}{2}$ per cent, per annum, in the manner following:	i, n
By the payment of Thirty-five and 00/100 Dollars on or before the first day of each and every month from the date hereof, until the whole of saic and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.	d , o
Row Therefore, in consideration of the premises, and of the sum of one dollar in hand add, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, elease and confirm unto the said mortgagers do give, grant bargain and sell, convey, and described property, to-wit:	ì

release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

ALL that lot or parcel of ground situated and lying in Rose Hill Addition to the City of Cumberland, Maryland, said parcel of ground being a part of Lot No.

the City of Cumberland, Maryland, said parcel of ground being a part of Lot No. l of Block No. 6 of Rose Hill Addition to the City of Cumberland, Allegany County, Maryland, a plat of said Addition together with courses and distances being on record in Liber No. 97, one of the Land Records of Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for the same at the intersection formed by the South side of Patterson Avenue with the North side of an alley, 12 feet wide running parallel to and distant 95 feet northerly from the North side of Beall Street; it being the beginning of the whole Lot No. 1, Block No. 6 of Rose Hill Addition, and running thence with part of the first line thereof, it being also with the South side of Patterson Avenue, North 57 degrees East 86.9 feet, thence crossing the whole lot with a line parallel with the second line of the whole Lot No. 1, South 7 degrees and 25 minutes West 60-1/2 feet to a point on the third line of the whole lot and on the North side of the aforementioned 12 foot alley, thence with the third line thereof, it being with the North side of the said 12 foot alley, North 82 degrees 35 minutes West 66-3/10 feet to the place of beginning.

IT being the same property which was conveyed by Robert C. Sweitzer et ux to Roy A. Malone by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagese option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this

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LIDER 306 PAGE 69

indebtedness, and any sums of money so advanced shall be added to the displacements.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that——he—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor , his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns. Or George W. Logge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, pince, manner and terms of sale in some newspaper published in Cumberland, sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said saie; secondly, to the payment of all empowers owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Hundred and 00/100 - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themseives and their heirs, and person-mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the with issid demand of the mortgagee for a period of thirty days shall constitute a breach of this hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this nortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation, other than the homotrgage's and apply for the debt) to the appointment of a receiver to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation, other than the homotrgagors, by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgagee's written consent, then the whole whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions of the conditions.

LIGER 306 PAGE 70

[SEAL]

Mitness, the hand and seal of said mortgagors

Helleam Harman

Attest:

	State of Maryland,	
	Allegany County, to-wit:	
	I hereby certify. That on this 16th day of July	
	a Notary Public of the State of Maryland, in and for said County, personally appeared	
	Roy A. Malone, unmarried,	
	the said mortgagors herein and he acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.	
P	URINESS my hand and Notarial Seal the day and year aforesaid.	
See.	William Harman	
	Notary Public.	
	and Mailed Bacce	
erl —	Lely 28 18 54	
	FILED AND RECORDED JULY 20" 1954 at 11:00 A.M. PURCHASE MUNEY This Murinage, Made this First day of July	
	in the year Nineteen Hundred and Fifty-four hy and between	
	Clyde D. Summerfield and Marjorie R. Summerfield, his wife,	
	of	
	ofCounty, in the State of Maryland part 1es of the first part, and C. Glenn Watson, widower,	
	THE PERSON NAMED IN COLUMN TO A STATE OF THE PERSON NAMED IN COLUMN TO A STATE	107
H	LORGER SHOW THE BROKES CHARGED FASTERS ON THE PERSON	

HIBSR 306 PAGE 71

θf

Alle garry County, in the State of Harylend

party

of the second part, WITNESSETH:

Thereas, the Parties of the first Part are justify in bona fixed, nace tea unto the Party of the Second Part in the 1911 and just saw of rour Thousand Two munared seventy (\$4,270.00) nothers and which saw principal sum or any b lance the reof shall bear the rest at the rate of the per annua, one which said principal sum as an interest shall be repaid in equal monthly installents as formal, the sate hereof; and a fine saw of about the paid on the mathematic of the sate hereof; and a fine saw of about the paid on the same date of energy shall be paid on the course of the sum of about the same fereof; and a fine saw of the sum of about the paid on the course of the same of the same first of the same principal sum or any of the above calling of the intimate of the same dealther the interest on sale principal sum of any binance the reof, and the balance applied to the reduction of sale principal sum of sale principal sum of sale principal sum of sale principal sum; with the right reserved anto the Parties of the First fart the right to prepay any or all of sale principal sum of the First fart the right to prepay any or all of sale principal sum of the First fart the right to prepay any or all of sale principal sum

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the muturity there-

of, together with the interest thereon, the said Clyde D. Lamerileia and marjorie h. Sum errieta, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said C. U. nn without, windwer, mis

heirs and assigns, the following property, to-wit:

heirs and assigns, the following property, to-wit:

And that lot or purces of ground situate on bride avenue,
in the dity of Cumprishes, already County, dary and, and designated
the mastern half of not no. 9 of the submivision of the real
cotate of during the penetrary as the all write piper "o" folio op,
in the office of the negister of wills for allegary County, and
continuously described as totlose to-wit. particularly described as ioilows, to-wit:

production for said not of time at the beginning of the brokening for said lot of Lind at the beginning of the whole bot no. 5; and running thence with the north side of braular avenue, (2016-t kide), worth 71.25 degrees west 44 feet to the beginning of bot no. 5, conveyed by George A. Pearre to Edward Moore D. deca dated April 9, 1893, and recorded in Liber no. 55, Tolio 35, one of the Land Records of Allegany County; and reversing the fourth line thereof, North 13.75 degrees East 105 feet to the third line of Lot No. 3, and with the lines thereof, South 71.25 degrees East 44 feet; thence South 13.75 degrees west 105 feet to the place of

int afunchal Property is the same property conveyed by deed of even date nerewith, by and between C. Glenn Watson, widower, and Clyde D. Summerfield and Marjorie R. Summerfield, his wife, and which said deed is to be recorded among the Land mecords of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to said deed is nereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Clyde D. Summerfield and Marjorie R. Summerfield, his wife heirs, executors, administrators or assigns, do and shall pay to the said

C. Gienn Watson, widower, his

executors , administrator s or assigns, the aforesaid sum of

Four Thousand Two Hundred Seventy (\$4,270.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on that r

performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. Cryde D. Summerfield and Aurjorie H. Summerfield, als wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said_ Cayoe i. Summerfield and Marjoric h. Summerfield, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. C. Glenn watson, widower, his heirs, executors, administrators and assigns, or Fart F. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in falls at the fall of the time, place, manner and terms of sale in some newspaper published in falls at the fall of the fa from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Ciyae D. Simmeriieia unu durjorie h. sunieriieia, in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagos, their representatives, heirs or assigns. And the said Clyde D. Summerfield and Marjorie n. Summerfield, mis wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or nis assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Two numbers Seventy (\$4,270.00) -- -- - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , us heirs or assigns, to the extent of his ZXZXZXZXZXZXZXZXZXZXZXZXZXZXZX policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Mitness, the hand and sealsof said mortgagors: Attest: State of Maryland, Allegany County, to-wit: I hereby certify, That on this First in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Clyde D. Summerfield and Marjorie R. Summerfield, his wife,

DER 306 PAGE 73

acknowledged the aforegoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared

C. Glen. watson, widower,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Com . Becsel Tills St. 2.97 acty City

FileD AND RECORDED JULY 20" 1954 at 12:50 P.M.

PURCHASE MONEY SECOND

This Mortgage, Made this 16 14 day of July

in the year Nineteen Hundred and fifty-four ____, by and between

ROY A. MALONE, unmarried,

Allegany County, in the State of Maryland

part y of the first part, and

ROBERT C. SWEITZER and EDITH K. SWEITZER, his wife,

Allegany County, in the State of Maryland

parties ____of the second part, WITNESSETH:

Whereas, the party of the first part is justly undebted unto the parties of the second part in the full and just sum of Seven Hundred Dollars (\$700.00) this day loaned the party of the first part by the parties of the second part, the receipt whereof is hereby acknowledged, which said sum, together with interest thereon at the rate of six per cent per annum, shall be paid by the party of the first part to the parties of the second part within one year from the date hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendmenta, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

together with the interest thereon, including any future advances, the said part y of the first part do es give, grant, bargain and sell, convey, release and confirm unto the said part ies of the second part their heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated and lying in Rose Hill Addition to the City of Cumberland, Maryland, said parcel of ground being a part of Lot No. 1 of Block No. 6 of Rose Hill Addition to the City of Cumberland, Allegany County, Maryland, a plat of said Addition together with courses and distances being on record in Liber No. 97, one of the Land Records of Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for the same at the intersection formed by the South side of Patterson Avenue with the North side of an alley, 12 feet wide running parallel to and distant 95 feet northerly from the North side of Beall Street; it being the beginning of the whole Lot No. 1, Block No. 6 of Rose Hill Addition, and running thence with part of the first line thereof, it being also with the South side of Patterson Avenue, North 57 degrees East 86.9 feet, thence crossing the whole lot with a line parallel with the second line of the whole Lot No. 1, South 7 degrees and 25 minutes West 60-1/2 feet to a point on the third line of the whole lot and on the North side of the aforementioned 12 foot alley, thence with the third line thereof it being with the North side of the said 12 foot alley, North 82 degrees 35 minutes West 66-3/10 feet to the place of beginning.

IT being the same property which was conveyed to Roy A. Malone by Robert C. Sweitzer et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frontded, that if the said part_yof the first part, his_heirs, executors, administra-
tors or assigns, do and shall pay to the said parties of the second part . their
executor , administrator or assigns, the aforesaid sum of
Seven Hundred Dollars and 00/100 (\$700.00)
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
And it is Agreed that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part y of the first part hereby covenants to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the said part.ies
of the second part their heirs, executors, administrators and assigns, or
COBEY, CARSCADEN and GILCHRIST agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the sald party of the first part. his heirs, or assigns, and in case of
advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his
the state of assigns.

UBBA 306 PAGE 75

acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and 90/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inner to the benefit of the mortgagee . their heirs or assigns, to the extent of their heirs or their mortgage or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. **Witness:** **Witness:** **Witness:** **Witness:** **Bittiess**, the hand and scal of said mortgagor Witness:** **Bittiess**, the hand and scal of said mortgagor **Witness:** **Witness:** **Bittiess**, the hand and scal of said mortgagor Witness:** **Bittiess**, the hand and scal of said mortgagor **Witness:** **Bittiess**, the hand and scal of said mortgagor **Witness:** **Bittiess**, the mortgage of the mortgagor **Witness:** **Bittiess**, the mortgagor **Witness:** **Bittiess**, the mortgagor **Witness:** **Bittiess**, the mortgagor **Witness:** **Bittiess**, the mortgagor **Indianal Mallone**, the subscriber as Notary Public of the State of Maryland, in and for said County, personally appeared **Roy A. Malone, unmarried,**		And the said part y of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies
the amount of at least Seven Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgage.		
assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgage or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. BittleBB, the hand and seal of said mortgager Witness: Muliamit County and seal of said mortgager Witness: State of Maryland, Allegany County, to-wit: I hereby rertify. That on this /6 4 day of July in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared. Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. Muliamit Humann.	1	the amount of at least Seven Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
policy or policies forthwith in possession of the mortgage or the mortgage may effect and insurance and collect the promiums thereon with interest as part of the mortgage debt. **BittleBB**, the hand and seal of said mortgager** Witness: **BittleBB**, the hand and seal of said mortgager** Witness: **BittleBB**, the hand and seal of said mortgager** Witness: **BittleBB**, the hand and seal of said mortgager** Witness: **BittleBB**, the hand and seal of said mortgager** **BittleBB**, the hand and fifty-four and for said County, personally appeared **Roy A. Malone, unmarried,** **Roy A. Malone, u		or other losses to inure to the benefit of the mortgagee . their heirs or
State of Maryland, Allegany County, to-wit: Jhereby certify, That on this // day of July in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. MESS my hand and Notarial Seal the day and year aforesaid.		policy or policies forthwith in possession of the mortgagee or the mortgagee, may effect and
State of Maryland, Allegany County, to-mit: I hereby certify, That on this		Bituess, the hand and scal of said mortgagor
State of Maryland. Allegany County, to-wif: I hereby certify. That on this // day of July in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. Theess my hand and Notarial Seal the day and year aforesaid. Mallamathaman.		Witness:
Allegany County, to-wit: Jhereby rertify. That on this /6 44 day of July in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. TAESS my hand and Notarial Seal the day and year aforesaid.		William Harman By J. France [Seal]
Allegany County, to-wit: 3 hereby certify. That on this /6 44 day of July in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. THESS my hand and Notarial Seal the day and year aforesaid. MALLEANTHAMMAR.	€	state of Maryland,
in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared. Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. MINESS my hand and Notarial Seal the day and year aforesaid.		
Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. MINESS my hand and Notarial Seal the day and year aforesaid.		I hereby certify, That on this 16 th day of July
Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared. Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. MINESS my hand and Notarial Seal the day and year aforesaid.	īn	the year nineteen hundred and fifty-four , before me, the subscriber
Roy A. Malone, unmarried, and he acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared. Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. MINESS my hand and Notarial Seal the day and year aforesaid. M. MINESS my hand and Notarial Seal the day and year aforesaid.	a 2	
act and deed; and at the same time before me also personally appeared Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. MINESS my hand and Notarial Seal the day and year aforesaid.		
act and deed; and at the same time before me also personally appeared Robert C. Sweitzer and Edith K. Sweitzer, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. MINESS my hand and Notarial Seal the day and year aforesaid.	and	d he acknowledged the aforegoing mortgage to be him
the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. WINESS my hand and Notarial Seal the day and year aforesaid.	act	
the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. H. WINESS my hand and Notarial Seal the day and year aforesaid.		Robert C. Sweitzer and Edith K. Sweitzer, his wife,
H. WT NESS my hand and Notarial Seal the day and year aforesaid. Mullian Harman	the	within named mortgagees and made oath in due form of law, that the consideration in said
William Harman	mor	regage is true and bona fide as therein set forth.
William Harman	paradetr :	4
William Harman Notary Public	Au H.	WITNESS my hand and Notarial Seal the day and year aforesaid.
Notary Public Notary Public	ATON	W. 11 211.
Notary Public	-	Nilliam Thanman
		Notary Public

FILED AND SECONDED JULY 20"1954 at 10:55 A.M.
RELEASE OF MORTCAGE.

FOR VALUE TECEIVED, I, Eldridge E. Warnick, do hereby release that certain mortgage given to me by Eller W. Riggleman and Madeline E. Riggleman, husband and wife, dated June 1, 1942, and recorded in Liber No. 162 Folio 693 of the Mortgage Records of Allegany County, Maryland. Hereby acknowledgeing myself fully paid and satisfied as to the debt secured thereby.

Witness my hand and seal this 24 day of

(signed)

Estable & Stanie

SEAL

State of Texas, county of Potter, to wi:

I hereby cerify that on this 24 day of 1943, before me, the subscriber, a Motary Public of the State and County aforesaid, personally appeared Eldridge E. Warnick, and did acknowledge the foregoing release of mortgage to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

on Expires

HARIGUE Potter County Texas

seal

LIBER 306 PAGE 77

Compared an M Depared To Earl & Manger atty Ety

Falled and and on the UULY 21"1994 at 10:45 a.v. PURCHASE MUNEY

This Mortgage, Made this 2, 2 day of day

in the year Nincteen Hundred and Fifty-tour , by and between

Grace V. Deter and Brauley A. Deter, her nusband,

Allegany County, in the State of Aaryland

parties of the first part, and

A. Marteene manges and Earl E. Manges, ner musband,

Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Cobereas, to part, and to part that the July many many to be a superior of the first and the first a

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Grace V. Deter and bradley A. Deter, her husband,

give, grant, bargain and sell, convey, release and confirm unto the said A. Marteene manges and Earl E. Manges, her nusband, their

heirs and assigns, the following property, to-wit:

ALL of that certain lot or parcel of ground situate, lying and being in the City of Cumberland, Allegany County, Maryland, and fronting on Braddock way in said City and more particularly described as follows, to-wit:

BEGINAING for the said parcel of ground at a stake standing on the westerly side of the alley connecting Baltimore Avenue with Braddock way; and running thence with the Westerly side of said a point distant South 44 degrees 55 minutes hast 74.2 feet to Braddock Way at planted stone marked C. I. Co.; and running thence with said Braddock Way, South 44 degrees 25 minutes west 9.9 feet; South 62 degrees 08 minutes west 17.4 feet to a point distant South 54 degrees 05 minutes

west 1.5 icet from said planted stone marked C. I. Co., it being also to the end of the division line between the property hereby intended to beconveyed and the property belonging to relvin B. dartsock, as described in a deed dated October 10, 1912, and duly recorded among the Land Records of Allegany County, Maryland; and rimhing thence reversing said division line, North 30 degrees 45 minutes kest 74.75 feet to a stake; thence worth 37 degrees and 25 minutes hast about 25 feet to the place of beginning on said alley. It being the intention of this deed to convey all of the rest and remainder of all that certain lot or parcel of ground, lying between building Company of Culberland, Maryland, and others, to the said mary bild Keady, by deed dated manuary 17, 1913, and recorded in Liber No. 111, 10110 571, etc., one of said Land Records, not sold and conveyed by the said Mary bild Ready and husband to william L. A. Lyans and wife, by deed dated march 22, 1919, and recorded in Liber No. 120, 10110 339, etc., one of said Land Records.

The ArUkebaid PROPERTY is the same property conveyed by used of even date herewith by and between riossis M. Z. Hudson to Grace V. Deter and Bradley A. Deter, her husband, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

concepter with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunte belonging on in acquiring and appurtenances thereunter belonging on in acquiring and appurtenances thereoners.

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said grace V. Deter and Bradley A. Deter, ner musDana, their heirs, executors, administrators or assigns, do and shall pay to the said A. Marteene Manges and Earl E. Manges, her nusband, their executors , administrators or assigns, the aforesaid sum of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. Bnd it is Bgreed that until default be made in the premises, the said. Grace V. Deter and Bradley A. Deter, ner husband may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said_ Grace V. Deter and Bradley A. Deter, her nusband, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the in-

terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said...

...

A. Marteene Manges and Earl E. Manges, ner nusband, their

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty dericative, place, manner and terms of sale in some newspaper published in the sate statum. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Grace V. Deter and

Bradley A. Deter, her nusband, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Grace V. Deter and Bradley A. Deter, ner husband,

UBER 306 PAGE 79

	further covenant to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	Company or companies acceptable to the mortgages or their
	assigns, the improvements on the hereby mortgaged land to the amount of at least
	and to cause the policy or policies is mad therefore by
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to mure to the benefit of the mortgagees, their heirs or assigns, to the extent
	of ZXZXZXZXZXZXZXZXZXZXZX then hen or claim hereunder, and to place such policy or
	pone. Terthwith the persons of the mortgagees, or the mortgages may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt
	Illitures, the hand and real of said mortgagors:
	Attest
	Frace Y. Deter will
	1 T T F 1 12
	bradley A Deter [SEAL]
	State of Maryland,
	Allegany County, to-mit:
	I hereby certify. That on this _ 20." day of may
	in the year nineteen Hundred and tree.
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	Grace V. Deter and praguey A. Deter, ner nuspand,
	beter, her nusband,
	and each acknowledged the aforegons and the standard bearing and acknowledged the aforegons and the standard bearing the standard beari
	and each acknowledged the aforegoing contgage to be her and his respective act and deed; and at the same time to
	act and deed; and at the same time before me also personally appeared
	A. Marteene manges and part c. manges, her nusband,
	the within named mortgagee, and made oath in due form of law, that the consideration in said
1	mortgage and bona fide as therein set for forth.
, 60	Torin,
	6 5 5
	CWITNESS was hand and Notarial Seal the day and year aforesaid.
	6 2 2 2
	Eleaner Rise
	Cleans These
	Notary Public.

988 306 PAGE 80

FILED AND RECURDED JULY 21" 1950 at 1.20 p w

PURCHASE MONEY This Hortgape, Made this 20 day of July in the year Nineteen Hundred and fifty—four by and between Barbara J. King, single
of Allegany County, in the State of Maryland, part Y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

1

Thereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fight Thousand Two Hundred & 00/100 - - - (\$8,200.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of his per cent. per annum, in the manner following:

By the payment of Fifty-one & 88/100 - - - (\$51.88) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of ground situated on the south side of Walnut Street, Bowling Green, Allegany County, Maryland, known as Lot No. 32 and being a part of the land conveyed to Palph G. Cover by deed from Lulu L. Long dated the 22nd day of September, 1946, and recorded in Liber No. 211, folio 29, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Lot No. 32: Beginning at a point on the south side of Welnut Street distant North 82 degrees 40 minutes East 115.55 feet from the southeast intersection of Bowling Avenue and Walnut Street as located in Bowling Green Tenth Addition, and running then North 82 degrees 40 minutes East 54.6 feet, then South 7 degrees 20 minutes East 99.9 feet to a 15 foot alley, then with said alley South 83 degrees West 44.77 feet, then North 13 degrees 02 minutes Weet 100.2 feet to the beginning.

Being the same property which was conveyed unto the party of the first part by deed of Donald L. Hollis and Florence M. Hollie, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the

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recording of these presents.

"And whereas this mortgage shall also secure ns of the date hereof future advances made at the mortgagese option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance, is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collarice of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time ninke or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Harced that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Light Thousand Two Hundred & 00/100 - (\$8200:00)** Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, dos hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do so hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all llens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit committed the same shall not be successful to the mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit committed the same shall not be successful to the same shall not be successful to the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit committed the same shall not be successful to the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage.

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waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor—to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors

Attest: KilliamHVarman	Barbara J. King	[SEAL]
State of Maryland.		

Allegany County, to-wit:

I hereby certify. That on this 2014 day of July
n the year nineteen Hundred and Fifty <u>-four</u> , before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared
Barbara J. King, single,

the said mortgagors herein and she acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

PUBLIS

CIAMITAESS my hand and Notarial Seal the day and year aforesaid.

Helliam Harman Notary Public. LIBER 306 PAGE 83

Compared Care and E

FILED AND ACCUADED JULY 21" 1954 at 1:20 P M

Dispersion 18 of 1	
PURCHASE MONEY	
This Mortgage, Made this 20 4 day of July	in the
year Nineteen Hundred and fifty - four by and between	in the
Elmer L. Weimer and Johanna Weimer, his wife,	
of Allegany County, in the State of Maryland portion of the county	

inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifteen Hundred & 00/100 - - - - - (\$1500.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of <u>Twenty-one & 56/100 - - (\$21.56) - - Dollars</u> on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be pald, which Interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the sald indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land in the City of Cumberland, Allegeny County, Maryland, known and designeted as part of Lot No. 58 in the Cumberland Improvement end Investment Company's Southern Addition, a plat of which seid eddition is recorded in Liber No. 1, folio 35 among the Plet Records of Allegany County, Maryland, which said parcel is more particularly described as followe, to-wit:

et the end of the first line of e deed from Nathan Stallings et ux, to Emily Twigg dated November 29, 1895, which is recorded in Liber No. 77, folio 686 one of the Land Records of Allegany County, Meryland, and running then with the essterly side of Arch Street South 18 degrees 34 minutes West 19-3/4 feet, then at right engles to said street South 71 degrees 26 minutes East 100 feet to Hattie Alley, then with the westerly side of said alley North 18 degrees 34 minutes East 19-3/4 feet to the end of the second line of said Twigg deed, and then with said second line reversed North 71 degrees 26 minutes West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties

of the first part by deed of Odith M. Brotemarkle, widower, of even date, which is intended to be recorded among the Land Records of .

Allegany County, Maryland, eimultaneously with the recording of these presents.

"And whereas this mortgage shall also seeme as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the rosts of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor g may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred & 00/100 - - - - (\$1500.00) - - - - Doliars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

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In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lieus for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable not to pay and discharge within ninety days after the same shall become due and payable not on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failures of the mortgage of the buildings on said property, or any part thereof, and upon the failures of the immediate repayment of the debt hereby secured and the failure of the mortgager may immediate repayment of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgages in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the file to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the hortgaged property be acquired by any person, persons, partnership or corporation—, other than the hortgaged's written consent, to should the same be enumbered by the

Mitness, the hand and seal of said mortgagors .

Hellean Horan

State of Maryland. Allegany County, to-wit:

Attest:

A.

I hereby certify, That on thia. 20 16 _day of___ in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Elmer L. Weimer and Johanna Weimer, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form de law that he had the proper authority to make this affidavit as agent for the said mortgagee PUDITO P

Helliam Harman Notary Public.

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PURCHASE MONEY This Antigage, Made this 10 4 day of April
in the year Nineteen Hundred and Fifty Tour , by and between Virgil Junior Mongold and Mosalie w. Mongold, his wire,
of Allegany County, in the State of daryland parties of the first part, and C. Glenn Watson, widower,
of Allegany County, in the State of Maryland Dorly of the second part, WITNESSETH:
Unbercas, the Parties of the First Fart are bona fidely and justly indebted unto the Party of the Second Part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of six (6%) per cent per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Thirty (\$30.00) Dollars each, the first of which said monthly installments shall become due and payable one month from the date hereof and monthly thereafter on the same day of each succeeding month until the said principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.
Row Therefore , in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
Virgii Junior Mongold and Rosalie W. Mongold, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said C. Glenn Watson, his
heirs and assigns, the following property, to-wit:
ALL those two lots of ground situate in "liegany County, Maryland, near the valley Road about one mile northeasterly of the City of Cumberland, being Lot No. 441, Section "A" as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland; and
ALSO ALL that lot or parcel of land known as Lot No. 442, Section "A" as shown on said plat of Bowman's Addition.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith by and between Charles W. Wagoner and Alta J. Wagoner, his wife, and said Virgil Junior Mongold and Rosalie W. Mongold, his wife, and which said deed is to be recorded

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simultaneously with the recordation of this Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereinto belonging or in anywise appertaining.

Provided, that if the said Virgil Junior Mongold and Rosalie k. Mongold, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said C. ulenn watson, mis

executors , administrator s or assigns, the aforesaid sum of Two Thousand Five hundred (\$2,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their __part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said... Virgi: Junior dongola and Roselie W. Mongola, his wife,

may hold and possess the aforesaid property, upon paying ln the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said.

Virgil Junior Mongold and Rosalie W. Mongold, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

C. Glenn Watson, his

helrs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heira or assigns; which sale shall be made in manner following to-wit: By giving at least twenty or assigns; which sale shall be made in manner tollowing to with the sale in some newspaper published in Chank the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds arising the sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the proceeds are sale shall be at public auction for cash, and the public auction for cash are sale shall be at from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Virgil Juntor Mongold and Rosalie W. Mongold, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Virgil Junior Mongold and Rosalie W. Mongold, his further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred (\$2,500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee his heirs or assigns, to the extent of his EXEXEXEXEXEXEXEXEXEXEXENTED or claim hereunder, and to place such policy or

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policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Illitness, the hand and seal of said mortgagos:

Eal E. Mazges Vigil Junior Mongold.
Virgil Junior Mongold.
Rosalie W. Mongold

= [SEAL]

State of Maryland,

Allegany County, to-mit:

I hereby certify, That on this /1 2 day of April

in the year nineteen Hundred and Fifty -1our

, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Virgil Junior Mongola and Rosalie W. Mongola, his wife,

and each acknowledged the aforegoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared

C. Glenn Watson, widower,

the within named mortgagee, and made onth in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

OTARL

* * WITTESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmin Dranglo Notary Public.

FILED AND RECORDED JULY 22" 1954 at 3:30 P.M.

This Mortgage, made this

72 day of

, in the

heirs, personal representatives, successors and assigns where to the first part and expression shall include their the context so admits or require

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Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, -----

hereinafter called Mortgagee a , which expression shall include their tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part ies of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bons fide indebted unto the said Mortgagoes in the full sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon at the rate of Six per centum (6%) per annum. The said Mortgagors bereby covenant and agree to make payments of not less than Ninety (\$90.00) Dollars cach month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from and payments, and the balance thereof, after deducting the interest shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s grant, convey, release and confirm unto the said Mortgagee 5 the following property, to-wit: hereby bargain and sell, give,

All that certain tract or parcel of land lying in the Village of Pinto, in Election District No. 7, of Allegany County, State of Maryland, and particularly des-cribed as follows, to-wit:

BECOMMING at an iron stake on the North side of the road leading to Finto from U. S. Route No. 220, second corner to parcel No. 13, and running thence along the North side of said road, South 78 degrees 33 minutes East (M. B. old call, continued Vernier Reading) 20 feet to another of said stakes in said road boundary line; thence crossing the said road, South 33 degrees 30 minutes East passing over an iron stake at \$1.53 feet, same course continued 100 feet more, making 142.43 feet in all to another of said stakes; thence South 56 degrees 30 minutes West 156 feet to a stake in a line of parcel No. 2, sold to W. L. Liller and wife; thence with a portion of said line reversed, North 32 degrees 48 minutes West 15 feet to another stake in said line, third corner to Parcel No. 13, thence with the second line thereof reversed, North 11 degrees 27 minutes East passing over a stake at 25 feet, in all 199.84 feet to the place of beginning, containing .395 of one acre, including a portion now used as a right-of-way for said Pinto Road. The parcel herein conveyed is known on the Plat of the Yoder lands as Farcel No. 20.

It being the same property which was conveyed unto the said Mortgagors by Walker R. Liller and wife by deed dated the zz May of July, 1974, and recorded among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagees

Six Thousand (\$6,000.00) Dollars -----

and in the meantime shall perform all the covenants herein on their this mortgage shall be void.

part to be performed, then

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee s or George R. Hughes, their

or George R. Hughes, their
duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after
giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper
published in Cumberland, Allegany County, Maryland
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in
convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied; first, to the payment of all expenses incident The proceeds arising from such sale shall be applied; first, to the payment of all expenses including to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagoss. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagoss to the person advertising.

AND the said Mortgagors further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgages a . the improvements on the hereby mortgaged land to an amount of at least

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hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s ; and to pay the premium or premiums for said insurance when due. WITNESS the hand and seals of said Mortgagor s STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby certify that on this 22 day of July 1954 , before me, the subscriber, a Notary Public of the State of Maryland, his wife, in and for said County, personally appeared, Wallace D. Liller and Pauline O. Liller, and Charles O. Liller and Lila Liller, his wife, ---the within named Mortgagors , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Delbert R. Kitzmiller, one of the Mortgagees herein ---the within named Mortgagee s , and made oath in due form of law mat the tensideration in said mortgage is true and bona fide as therein set forth. my hand and Netarial Seal the day and year last above written. FILMED AND RECURDED JULY 22" 1954 at 10:50 A.M. This Mortgage, Made this 22 day of July in the year Nineteen Hundred and fifty-four by and between RONALD DAYTON CUNNINGHAM and MARJORIE LEE CUNNINGHAM, his wife, Allegany County, in the State of Maryland, parties of the first part, and

IRVING MILLENSON

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Allegany County, in the State of ____Maryland. part.y _____of the second part, WITNESSETH:

Illherrus, the parties of the first part are indebted unto the party of the second part in the full and just sum of Four Thousand Dollars (\$4,000.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$52,57 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and

interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first give, grant, bargain and sell, convey, release and confirm unto the sald party__ of the second part , his heirs and assigns, the following property, to-wit:

ALL that lot, piece, or parcei of ground situate in Election District No. 29 in Allegany County, Maryland, and being shown on an unrecorded plat of "Glendale Addition, LaVale, Cumberiand, Maryland," as Lot No. '3 and being more particularly described by metes and bounds as follows, to wit:

BEGINNING for said parcel of land at a point distant South 47 degrees 40 minutes East 300 feet from the northeasterly intersection of Braddock Street and Santa Fe Street as shown on said piat and which said point is at the end of the first line and the beginning of the second line of a parcei of land conveyed by George E. Baughman, et ux, to J. A. Habeil, et ux, and which said deed is dated the 27th day of August, 1948, and recorded in Liber No. 222, folio 113, one of the Land Records of Aliegany County, Maryland; and running thence with the said second line, North 42 degrees 20 minutes East 100 feet to a stake; thence at right angles, South 47 degrees 40 minutes East i00 feet to a stake standing at the end of the division line between Lots Nos. 3 and 4 of said Addition; thence running with said division line, South 42 degrees 20 minutes West 100 feet to a stake standing on the northeasterly side of Santa Fe Street; thence running with said northeasteriy side of Santa Fe Street, North 47 degrees 40 minutes West 100 feet to the place of beginning.

IT being the same property which was conveyed by George E. Baughman et ux to Ronald Dayton Cunningham et ux by deed dated September 26, 1953, and recorded in Deeds Liber 253, foiio 561 among the Land Records of Aliegany County, Maryland.

Together with the buildings and Improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Froutded, that If the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party_____of the second part . his____ executor , administrator or assigns, the aforesaid sum of_

- - - FOUR THOUSAND and 00/100 DOLLARS (\$4,000.00) - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, ail taxes,

assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said partica of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y_{-} of the second part . his heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ics of the first part. their helrs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or him assigns, the improvements on the hereby mortgaged land to and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , his his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness, the hand a and seal a of said mortgagor a. Witness: Mayorie Lee Cunningham [Seal] State of Maryland, Allegany County, to-mit: I hereby certify, That on this 22 nd day of July in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Ronald Dayton Cunningham and Marjorie Lee Cunningham, his wife,

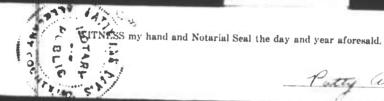
Irving Millenson

act and deed; and at the same time before me also personally appeared...

the within named mortgagee—and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

and they acknowledged the aforegoing mortgage to be their respective

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Potty Cina Nania Notary Public

FILED AND MECORDED JULY 22" 1954 at 3:30 P.M.

Part Tunchase Money
THIS MORTGAGE, Made this 2157 day of July, 1994, by and between James S. Kerr and Mary E. Kerr, his wife, parties of the first part, hereinafter sometimes called the Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Maryland, Trustee, for the parties hereinafter enumerated, sometimes hereinafter called the Mortgagee, wTINESSETH:

WIEREAS, the said Mortgagors stand indebted unto The Liberty Trust Company, Trustee, as hereinafter set forth, in the total, full and just sum of Thirty-Eight Thousand (\$38,000.00) Dollars, as is evidenced by their several promissory notes of even date and tenor herewith, all of which said notes are rayable one (1) year from date hereof, and bear interest at the rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said notes to be payable on September 30, 1954, and said notes being in the following amounts and denominations and being made to The Liberty Trust Company, Trustee, for the following:

- 1. Edgar D. Vandegrift and The Liberty Trust Company, Trustees for the John I. Vandegrift Company U/T/A dated November 30, 1951, in the amount of
 - \$ 6,000.00
- 2. The Liberty Trust Company, Trustee for Frostburg Memorial Park Association, Inc., U/T/A dated August 30, 1950, in the amount of
- \$10,000.00
- 3. The Liberty Trust Company, Trustee for Hillcrest Burial Fund, in the amount of
- \$12,000.00
- 4. John A. Parks, Jr. and The Liberty Trust Company, Trustees U/W John A. Parks, deceased, in the amount of \$5,000.00











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The Liberty Trust Company, Agent for Edna I. Hetzel and Ellen H. Fable, Surviving Trustees U/W of Carl C. Hetzel, deceased, in the amount of

All of said notes and debts secured hereunder shall be of equal priority and any and all payments on this Mortgage shall be pro-rated among the holders of the aforesaid notes according to their pro-rate share in the total indebtedness. The Mortgagors reserve the privilege to pay the unpaid balance of the principal indebtedness, together with accrued interest thereon, in whole or in part, for reduction or extinguishment of the debt, at any time prior to the date of maturity of this Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagors do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of land situated, lying and being on Valley Street in the City of Cumberland, Allegany County, Maryland, being part of Lots Nos. hh and 45 in Gephart's Addition to Cumberland, Maryland, the part of which intended to be hereby conveyed being described as follows, to-wit:

HDGIRMING for the same at a point distant South 64 degrees 07 minutes East 18.43 feet on the first line of the deed from the Union Mining Company to James B. Williams dated the first day of February, 1910, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 105, folio 509, said point of beginning being also the end of the first line in the deed from Paul A. Williams and Frances D. Williams, his wife, to the Mayor and City Council of Cumberland, Maryland, a Municipal Corporation, dated the 10th day of December, 1949, and recorded among the aforesaid Land Records in Liber No. 227, folio 593, and running thence South 64 degrees 07 minutes East 104.57 feet to the division line between Lots Nos. 45 and 46 of said Gephart's Addition; thence with said division line, South 25 degrees 26 minutes West 93 feet to the Northwest corner of Lot No. 42 of said Gephart's Addition; thence with the Northerly line of Lots Nos. 42 and 43 of said Addition, North 64 degrees 27 minutes West 99.23 feet to the end of the second line in the aforesaid deed from the said Paul A. Williams and Frances D. Williams, his wife, to the Mayor and City Council of Cumberland, Maryland, a Municipal Corporation; thence with said second line reversed, North 22 degrees 08 minutes East 92.98 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Super Concrete Co., Inc. by deed dated the 2/ day of July, 1954, and duly recorded among the Land Records of Allegany County.

ALSO: all those lots or parcels of ground situated on the National Pike about four miles West of the City of Cumberland, in Allegany County, Maryland, known as Lots Nos. 15 and 16 in "LaVale Home Addition", a plat of which said Addition is filed in Liber No. 121, folio 86, of the Land Records

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of Allegany County, Maryland, and which said lots are described as follows:

EEGINNING at a peg on the South side of the National Pike at the end
of a line drawn South \$3 degrees 30 minutes West \$0 feet from the end of the
first line of Lot No. 1h, and running thence with said Pike, South \$3 degrees
30 minutes West 55 feet; thence South \$6 degrees 30 minutes East 125 feet to a
12-foot alley; and with said alley, North \$3 degrees 30 minutes East \$6 feet
to the Seat side of Woodlawn Avenue; and with said Avenue, North \$5 degrees
30 minutes West 125 feet to the beginning.

EXCEPTING, HOWEVER, all that part thereof which was conveyed by the naid Mortgagors unto Esse Standard Oil Company by deed dated November 27, 1950, and recorded in Liber No. 232, folio 94, one of the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Mortsagors by Virgil H. Ruppenthal and wife by deed dated September 22, 1945, and recorded in Liber No. 205, folio 456, of the Land Records of Allegany County, and also by a Quit-Claim Deed from Lewis Edward Dufty and wife dated December 17, 1945 and recorded in Liber No. 206, folio 465, of said Land Records.

ALSO: All those two lots or parcels of ground situated on the Southeasterly side of the National Turnpike West of the City of Cumberland known and designated as Lots Nos. 17 and 18 of LaVale Home Addition, each of said lots fronting 25 feet on the Southeasterly side of said National Turnpike and extending back for a depth of 125 feet to a 12-foot alley.

EXCEPTING, HOWEVER, all that part of said Lots Nos. 17 and 18 in LaVale Home Addition as were heretofore conveyed by the said Mortgagors to the Esso Standard Oil Company by deed dated November 27, 1950, and recorded in Liber No. 232, folio 94, one of the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Mortgagors by Louise Percy McAdams, widow, by deed dated September 15, 1945, and recorded in Liber No. 205, folio 455 of the Land Records of Allegany County.

ALSO: all those three lots situated at LaVale, Allegany County,
Maryland, and known as Lots Nos. 68, 69 and 70 in "LaVale Home Addition", a
Plat of which said Addition is recorded among the Land Records of Allegany
County, Maryland, in Liber 121, folio 65, said three lots being more particularly described in one parcel as follows:

Avenue, South 45 degrees 30 minutes East 12 feet from the end of the third line of Lot No. 15, and running thence with said Woodlawn Avenue, South 45 degrees 30 minutes East 75 feet to the division line between Lots Nos. 70 and 71, and with said division line, South 43 degrees 30 minutes West 125 feet to a 12-foot alley, and with said alley, North 45 degrees 30

minutes West 75 feet to another 12-foot alley, and with said alley, North 43 degrees 30 minutes East 125 feet to the point of beginning.

It being the same property which was conveyed unto the said Mortgagors by Raymond H. Leighty and wife, by deed dated March 9, 1950, and recorded in Liber No. 228, folio 268, one of the Land Records of Allegany County.

ALSO: all the following described lot or parcel of ground lying and being in Allegany County, State of Maryland, and situated in Election District No. 21:

All of that piece or parcel of ground situated on the South of the Mational Highway about \mathcal{G}_2^1 miles East of the City of Cumberland, beginning at a planted stone with a cross cut in the top and standing on the South side of the Baltimore Turnpike, now known as the National Highway about 31 feet from the center of the said Pike near a drain, also being at the end of a reference line drawn North 19 degrees East 114.3 feet from the Northwest corner of Leroy Chaney's House, thence South $25\frac{1}{2}$ degrees East 108.5 feet to a planted stone, South $69\frac{1}{6}$ degrees East 100 feet to a Walnut tree marked with 6 notches, South 73 degrees East $58\frac{1}{2}$ feet to a small Walnut tree marked with 6 notehes, North 63^1_2 degrees East 88 feet to an iron pin, North 37 degrees East 62^1_2 feet to a stone at the end of the 4th line in a deed from the said Leroy Chaney, et ux, to Blanche Arbutus Chaney, by deed dated the 16th day of May, 1927, and recorded in Liber No. 155, folio 336, one of the Land Records of Allegany . County, of which the land hereby intended to be conveyed is a part, thence with the 5th line of said deed, North 9 degrees West 124 feet to a Yellow Pine tree marked with 6 notches, North $55\frac{1}{2}$ degrees West 142 feet to an iron pin, South 24 degrees West 44 feet to an iron pin, North $61\frac{1}{2}$ degrees West 69 feet to an iron pin, South 58 degrees West $64\frac{1}{2}$ feet to an iron pin, North 43 degrees East 29 feet to the said National Highway and with it to the beginning.

Variation for the 1st, 2nd and 6th lines should date from the aforementioned deed, all other lines from October 9th, 1941.

ALSO: All that land lying about six and one-half miles East of Cumberland, in Allegany County, Maryland, to the South of the Baltimore Turnpike, which is described as follows:

BEGINNING for the same at an iron pin at the end of the 4th line in a deed from Mary C. Brinhan, et vir, to Frank E. Stamp, et ux, dated the 9th day of October, 1941, and recorded in Liber No. 191, folio 518, one of the Land Records of Allegany County, Maryland, and then by same meridian and horizontal distances, North 65 degrees 21 minutes East 181.7 feet to an iron pin below the road; North 76 degrees 37 minutes East 203.6 feet to an iron pin in edge of field at the head of deep ravine; South 4 degrees 20 minutes West 297.7 feet passing a Black Walnut tree to an iron pin in line of wire fence; North 88 degrees 43 minutes East 17.8 feet to locust snag in fence; South 82 degrees 24 minutes East 97.3 feet to a fence post; South 66 degrees

34 minutes East 82.5 feet to an Ash tree at junction of fences and near the end of the 24th line in a deed from Edmund B. Footer, et ux, to Leroy Chaney, dated the 23rd day of June, 1921, and recorded in Liber No. 137, folio 150, one of the Land Records of Allegany County, Maryland, of which the land hereby intended to be conveyed is a part; then reversing the lines in said deed, North 38 degrees 35 minutes East 721.2 feet to an Elm stump; North 26 degrees Of minutes west 127 feet with wire fence; Morth 29 degrees 45 minutes West 1 3 feet with wire fence; North 13 degrees 40 minutes West 30.5 feet with wire fence; North 62 degrees 45 minutes West 54 feet with wire fence; North 73 degrees [O winutes West [90.5] feet with wire fence; North 81 degrees 10 winutes west 170.4 feet to a large Black Welnut tree; North 33 degrees 10 minutes West 106.2 feet with wire fence; North 55 degrees 10 minutes Wes: 92.9 feet to a dead forked locust tree near top of hill and at the end of the 19th line in deed last mentioned above; then reversing part of said line, North 60 degrees iminutes West 313 feet to an iron pin in line of fence at the end of the 9th line in a deed from Leroy Chaney, et un, to Blanche Arbutus Chaney, dated the 16th day of May, 1927, and recorded in Liber No. 155, folio 336, one of the Land Records of Allegany County, Maryland; then reversing the lines in said deed, South 33 degrees 43 minutes West 205 feet to a stake; South 25 degrees 00 minutes West 140. feet to a stake; South 17 degrees 00 minutes West 128.4 feet to a stake; South 8 degrees 30 minutes West 176.8 feet to a Yellow pine tree at the end of the 5th line in a deed to Frank E. Stamp, et ux, mentioned above; then reversing lines in said deed, North 9 degrees 00 minutes West 119.5 feet to a planted stone; South 37 degrees 00 minutes West 60.3 feet to the beginning, containing 14.31 acres.

It being the same property which was conveyed unto the said Mortgagors by Frank E. Stamp and wife, by deed dated April 9, 1951, and recorded in Liber No. 233, folio 367, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators, or assigns, do and shall pay unto the said Mortgagec, its successors or assigns the aforesaid sum of Thirty-Eight Thousand (\$38,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime, do and shall perform all of the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the Mortgagors shall cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the Mortgage debt and interest hereby intended to be secured, the said fortgagors shall hereby covenant to pay the said Mortgage debt, the interest thereon, and all public charges and assessments when legally demanded; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payments of the mortgage debt aforesaid, or of the interest thereof, in whole or in part, or in any agreement cevenant or condition of this Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable, provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and that the Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, their duly constituted attorney or agent, are hereby authorized and empowered a any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all other public liens and assessments, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in ease said property is advertised, under the power herein contained, and no sale thereof made, then in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have been matured or not, and as to the balance, to pay it over to the said Mortgagors, their heirs or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least

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Thirty-Eight Thousand (\$38,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage

And it is agreed that the lowers, stipulations and commants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

IN WITHERS MERROF, the said Mortgagors have affixed their signatures and seals on the day and year above written.

WITHESS:

James S. Kerr (SEAL)

Mary J. Kerr (SEAL)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WITE.

I HEREBY CERTIFY, That on this 2/57 day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared James S. Kerr and Mary E. Kerr, his wife, and each acknowledged the aforegoing Mortgage to be their act and deed, and also, personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee and each made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and is duly authorized by it to make this affidatit.

IN WITTERSS day and year above written. IN WITHESS WHEREOF, I have hereto set my hand and affixed my Notarial

Beoldiclast

To Migel Frostling The

- V .

LIPPER 306 PAGE 100

FileD AN Jecun				
THIS MORTGAGE, Made this 16TH day of	July		19 54 by and b	betwee
WILLIAM H. KIEBY AND MATILEA J. KIE	RBY, HIS WIFE			
of MOUNT SAVAGE SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY	, in the State of Ma , MARYLAND, Mortgag	ryland, Mortgago	. 5 , and THE FID	ELIT
WHEREAS, the said Mortgagor S justly In	ndebted unto the Mortga	gee in the full and	THRE	E
HUNDRED THIRTY AND CO/100			=. 330.00	
which is to be repaid in 22 consecutive month the date hereof at the office of the said Mortgagee.	ly installments of \$ F	FTEEN DOLLARS.	beginning one mont.	h fror
NOW, THIS MORTGAGE WITNESSETH. That in common states of the said Mortgagor \$ do grant, assign and convey unto the said Mortgagor.				
and premises located in Mount Savage, Allegany Co	OUNTY, MARYLAND	and the s		
CALLOW HILL			, Kno	own a
and more fully described in a Deed from THOMAS M_{ACHIN_1}	MARY E. MACHIN	, dated S	EPTEMBER 12, 193	Ю
recorded among Land Records of LLEGANY COUNTY. M.	ARYLAND Lii	per 164	Maile 120	
TOGETHER with the buildings and improvements the and advantages thereto belonging or in anywise appertaining	eremon and the sister	alleys, ways, water	s, privileges, appurter	nancer
TO HAVE AND TO HOLD the said lot or parcel of a said THE FIDELITY SAVINGS BANK OF FROSTBURG or ever, provided that if the said Mortgagoe, the first cause to be paid to the said Mortgagoe, its successors and is and when the same shall become due and payable and, in THELE part to be performed, then this mortgage shall	heirs, executors, adm assigns the aforesaid ind	inistrators or assis	ts successors and as	anigns
AND, it is agreed that until default be made in the pre roperty upon paying in the meantime all taxes and assessmenterest thereon said Mortgagor 5 hereby covenant to p	emlees the said Mortgago	r 5 may retain p		
AND, the said Mortgagor 5 further covenant to gainst loss by fire and other hazards as the said Mortgagee rompany acceptable to the Mortgagee to the extent of its lien	keep the improvements	mole. on the sald mortga	ged property fully in	
But in case of any default or violation of any covenar curred shall at once become due and payable, and the Mortgag onstituted attorney or agent, are hereby empowered, at any eccessary, and to convey the same to the purchaser, or his, here it is a surface and the same to the purchaser, or his, here it is a surface and a tensity of the time, place, manner taryland, which sale shall be at public auction for cash an II expenses incident to the sale, including taxes, and a common the payment of all nonies owing under this mortgage, who is the payment of all nonies owing under this mortgage of the pay it over to the Mortgagor 5. THEIR heirs or as pumission shall be paid by the Mortgagor 5.	time thereafter, to sell s r or their heirs or assign and terms of sale in so id the proceeds arising t mission of eight per cent	igns, or Albert A.) sald property, or se, which sale shal me newspiiper publ herefrom to apply 18%) to the party n	Doub, its, his or their o much thereof as m I be made as follows lished in Allegany C : first, to the payme naking said sale: seco	r duly nay be i: By ounty, ent of
WITNESS OUR hand S and seal S				
	- thing	Jy)	· try si	
PIEST	WILLIAM H. KI	PBY	T (SI	BALI
i All ()	MATRIDA J. KI	PHV · ····	(SI	EAL)
Michel Killerien	Mutilda	1 - 2 fly	(SF	EAL)
		/		
TATE OF MARYLAND,				
LLEGANY COUNTY, to-wit:				
1 HEREBY CERTIFY, That on this day	of July		19 54 before	me.
e subscriber, a Notary Public of the State and County aforesa	id, personally appeared_	WILLIAM H. K	JERY AND	
ne Nortgagor	THEY acknowledged th assurer of THE FIDEL rm of law that the consi	e aforegoing morts ITY SAVINGS B. deration set forth	age to be THEIR ANK OF FROSTBU in said mortgage is	act. JRG, true
	1	Notary Public	marian)
The same of the sa		RACHEL KNIERH	EM	

1185R 306 PAGE 101

Tillgel Ity Hasterport Md

PURCHASE MONEY SECOND
This Mortgage, Made this Twenty First day of July
in the year Nineteen Hundred and Fifty Four by and between
WILLIAM P. BRYAN, SINGLE,
County, in the State of Maryland
paid y of the first part, and EMGAR H. KOLBERG AND MARY MARCARET KOLBERG, HIS
WIFE,
of Allegany County, in the State of Maryland
part 1es of the second part, WITNESSETH
parties of the second part for money berrowed in the amount of One Thousand Dellars (\$1,000.00), as evidenced by the Premissory Note of the said Party of the first part dated of even date herewith, made payable on demand unto the order of the said parties of the second part herein, in the amount of One Thousand Dellars (\$1,000.00), with interest at the rate of Six Percent Per Annum, (6%), and WHEREAS, the said party of the first part has agreed to execute this mertgage as security for the aforesaid note and has agreed that this mertgage is to be a second mertgage and subject to the liem of the Citizen's National Bank of Westernport, Maryland, dated Buly 20, 1954, and the said party of the first part agrees to pay in the reduction of said note until demand is made for the full amount due, at least the sum of Twenty Dellars (\$20.00) per menth, including the aforesaid interest, and is payable at said bank where note is held for collection, and WHEREAS, the money herein berrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Money Mertgage Thow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part
do •s give, grant, bargain and sell, convey, release and confirm unto the said
parties of the second part, husband and wife, their
heirs and assigns, the following property, to-wit:
All of that land as laid out on the Plat of the Westernport Real Estate and Improvement Company of Westernport, Maryland, improved by House Ne. 423, as leaded on Maryland Avenue, in the Town of Westernport, Maryland, as described by that certain deed by metes and bounds made unto the said party of the first part which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mertgage, and being also the same property as conveyed unto the said Edgard H. Kelberg et uk., by the West Virginia Pulp and Paper lilegany County, Maryland, in Liber No. 227, folic 310. ALSO that certain lot of ground in the Town of Luke, Allegany County, laryland, being lots Numbers Ome and Two in Samelants AMA.
aryland, being lets Numbers One and Twe in Spangler's Addition therete, and which

DEER 306 PAGE 102

	provements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunt	to belonging or in anywise appertaining.
provided, that if the said . part	y of the first part, his
heira, executora, ad	Incinistrators or assigns, do and shall pay to the said
parties of the ##### second part, t	
executor , administrator or assigns, the afor- together with the interest thereon, as and whe	en the same shall become due and payable, and in
	exemants herein on their part to be
performed, then this mortgage shall be void.	part to be
And it is Agreed that until default	be made in the premises, the said
party of the first part	
may hold a	and possess the aforesaid property, upon paying in
	c liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said	party of the first part
hereby covenant to pay when legally demands	th Io
	ent of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any as	greement, covenant or condition of this mortgage, ereby secured shall at once become due and payable,
and these presents are hereby declared to be m	ade in trust, and the said #\$\$\$\$\$\$\$\$\$\$\$\$
parties of the first part, their	
time thereafter, to sell the property hereby mor- and to grant and convey the same to the purch- or assigns; which sale shall be made in manne days' notice of the time, place, manner and term berland, Maryland, which said sale shall be at p- from such sale to apply first to the payment of taxes levied, and a commission of eight per cent- to the payment of all moneys owing under this	int, are hereby authorized and empowered, at any rigaged or so much thereof as may be necessary, aser or purchasers thereof, his, her or their heirs or following to-wit: By giving at least twenty is of sale in some newspaper published in Cumulic auction for cash, and the proceeds arising all expenses incident to such sale, including all to the party selling or making said sale; secondly, mortgage, whether the same shall have been then over to the said. Party of the first part,
his	heirs or assigns, and
	r but no sale, one-half of the above commission his representatives, heirs or assigns.
And the said party of the	first part
nsure forthwith, and pending the existence of the	further covenant to nis mortgage, to keep insured by some insurance
assigns, the improvements on the hereby mortgs	
ONETHOUSAND 6 .00/100	Dollars,
	for to be so framed or endorsed, as in case of fires,
	beirs or assigns, to the extent
	or claim hereunder, and to place such policy or
nd collect the premiums thereon with interest	as part of the mortgages may effect said insurance
104040110	
Hitness, the hand and seal of said mor	tgagor
ittent:	200 514
Herace P. Whitworth Jr.	William P. Bryan [SEAL]
	[SEAL]

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State of Maryland, Allegany County, to-wit:

I hereing certific. That on this 20 day of July
in the year nineteen Hundred and Fifty before me, the subscriber.

a Notary Public of the State of Maryland, in and for said County, personally appeared

William P. Bryan, single,

and has acknowledged the aforegoing ortgage to be his voluntary

act and deed; and at the same time before me also personally appeared

Edgar H. Kelberg and Hary Hargaret Kelberg, his wife,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard & whitis

PURCHASE FOREY

This Morigage, made this twentieth day of July-----, in the year Nineteen Hundred and fifty-four, by and between William Fugh Bryan, single of Allegany County, Maryland.

expression shall include his------heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, party of the first part and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America. hereinafter called Mortgagee , which expression shall include 1ts-----heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

State of Maryland, Allegany County, to-mit: 20th I hereby certify, That on this day of July in the year nineteen Hundred and Fifty before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared William P. Bryan, single, --haa acknowledged the aforegoing ortgage to be his voluntary act and deed; and at the same time before me also personally appeared Edgar H. Kelberg and Hary Hargaret Kelberg, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Richard & whitio

Metges Hestenpert and

FILED AND ALCORDED JULY 23" 1954 at 10:30 A.M.

This Mortgage, made this twentieth day of July-----, in the year Ninetcen Hundred and fifty-four , by and between William Fugh Bryan, single of Allegany County, Maryland.

hereinafter called Mortgagor . which expression shall include his----- heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, party of the first part and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America. hereinafter called Mortgagee , which expression shall include its-----heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

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UBER 3116 PAGE 1111

And notwithstanding the above agreement to make monthly payments in reduction of the principal of said debt, which is to be evidenced by the romissory note of the said mortgagor, payable on demand with interest, the principal amount of said note remaining unpaid at any time shall be payable by the maker thereof on demand by the holoer of said note.

the life further understood and agreed that the amount of said debt is being applied to the purchase of the property hereby mortgage and that this mortgage shall be executed as a purchase money mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

Figgrand, convey, release and confirm unto the said Mortgagee — the following property, to-wit:

Figgrand and confirm unto the said Mortgagee — the following property, to-wit:

Figgrand and that certain lot of ground in the tewn of Mestern, ort, in Allegany County, Maryland, laid out on the plat of The Western, ort Real istate and Improvement Company, improved with dwelling House No. 423, and described as follows, vis: Beginning at the intersection of Maryland Avenue And Third Street in said town of Westernport and at the Mortheart corner thereof, and running along the Morth side of Maryland Avenue 24 feet 9 inches, thence along the dividing line and partition of houses No. 423 and 421 East 84 feet to the West side of a Twelve Foot Alley. Being the same projectly which was conveyed unto the said party of the first part herein by deed from Edgar i. Kolberg et ux, dated July 15, 1954 and which deed is to be recorded among the land records of Allegany County, Maryland, at the same time as the recording of this purchase money mortgage.

That certain lot of ground in the town of Luke, Allegany County, Parylard, being lots Numbers One and Two in Spangler's Addition thereto, and which was conveyed unto the said party of the first part herein by deed from The West Virginia Pulp and Paper Company, dated May 3, 1950 and of record in Liber No. 229 Folio 131 of the land records of Allegany County, Maryland.

To both of said deeds above mentioned a reference is hereby made for a more definite and particular description of the property hereby mortgaged

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor—shall pay to the said Mortgagoe—the aforesaid promissory note for \$ 7500.00 or any renewal of the same or renewal of part thereof which might be executed.

and in the meantime shall perform all the covenants herein on his----- part to be performed, then this mortgage shall be void.

AND IT to AGREED, that until default be made in the premises, the said Mortgagor—may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which is also said mortgage debt and the interest thereon, the said Mortgagor—hereby covenint 8—to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

or Horace P. Whitworth, its or their-day constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for eash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland—not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient purcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shalt be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the sald Mertgagor . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least **eventy five hundred **

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ber under, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said insurance when due. WITNESS the hand and seal of said Mortgagor Attests 12 me v. t. hiter to p william Pugh Bryan (SFAL) STATE OF MARTLAND, ALLEGANY COUNTY, TO-WIT July----, in the year I hereby certify that on this 20 day of 1954 before me, the subscriber, a Notary Public ---- of the State of Maryland, n and for said County, personally appeared, William Pugh Bryan, single----the within samed Mortgagor - , and acknowledged the foregoing mortgage to be his voluntery act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, President of The Citizens Mational Bank of Westernport, Maryland. the within named Mortgagee , and made oath in the form of law that the consideration in said mortgage is true and bona fide as therein set forth. that he is the president of said bank authorized to make this without. x Richard Swhilis 25

to a state of the state of the

FILED AND MCCOMMED JULY 23" 1954 at 9:50 A.M.

This	Mortgage,	Made this 22nd day of_	July	_

_in the

year Nineteen Hundred and fifty -four by and between

Daniel S. Evans, Sr. and Comfort H. Evans, his wife,

of Allegany County, in the State of Maryland, partless of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH

Wilderens, the said mortgages has this day loaned to the said mortgagors, the sum of Fifty-five Hundred & 00/100 - - - (\$5500.00) - - - - - Dollars,



which said sum the mortgagors agree—to repay in installments with interest thereon from the date hereof, at the rate of $5^{\frac{1}{2}}$ per cent. per annum, in the manner following:

By the payment of Forty-four & 9b/100 - (\$bb, 9b) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northwesterly side of the Little Valley Boad just northerly of the City of Cumberland, Allegany County, Maryland known and designated as Low Nos. 20 and 21 in Glenora Addition, which said lots are more particularly described as follows, to-wit:

Beginning for the same on the westerly side of Valley

Road at the end of the first line of Lot No. 19 in said addition, and
running then with said Valley Road North 35% degrees East 131.2 feet
to the southerly side of an unnamed street, then with said street

West

North 55 degrees 187.2 feet, then continuing with said street North
78% degrees West 71.2 feet to the easterly side of Balch Drive, then
with said Balch Drive South 37 degrees 50 minutes West (according to
plat of Glenora Addition) 137.1 feet to the end of the second line of
said Lot No. 19, and then with said second line reversed South 60%
degrees Fast 255 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by 2 deeds from Pearl Lamm, the first dated July 31, 1947 and recorded in Liber No. 216, folio 418 Allegany County Land Records, and the second dated August 25, 1947 and recorded in Liber No. 216, folio 658 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Five Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

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The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveved herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite;

Concliber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaming.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their executors administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall a come due and payable, and in the meantime do and shall perform all the covenants herein of their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public lieus levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby eovenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or (corne W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessory and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commoneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement the nurteragors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-five Hundred & 00/100 = - - (\$5500.00) = - - Dollars and to cause the peliev or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to phase such policy or policies forthwith in possession of the mortgagee, or the mortgagee ray effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgage, its successors and assigns, all reuts, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no worste impairment or deterioration of said property or any part thereof, and upon the failure of the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgage are to keep the buildings on said property in good condition of repair, the mortgage may distributed the immediate repair of said buildings or an increase in the amount of security, or the increase and at the option of the doth hereby secured and the failure of the mortgager as to comply nortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said gazed property be acquired by any person, persons, partnership or corporation, other than the mortgager's written consent, or should the same be encumbered by the mortgagers, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest: Milliam II Harman

101 S Tymns, STALL [SEAL]

(SEAL)

UBER 306 PAGE 108

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 22nd day of July
year nineteen Hundred and Fifty -four

in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Daniel S. Evans, Sr. and Comfort H. Evans, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William Harman Notary Public.

Mtgs City

STARY &

FILST AND SECONDED JULY 26" 1954 at 3:00 P.M.

This Mortgage, Made this

- 26 H

day of

July,

in the year nineteen hundred and

Pifty Four,

by and between

Joseph C. Yutzy and Edna L. Yutzy, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Thereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the fall and just sum of Two Thousand One Hundred (\$2,100.00) Dollars, for which they have given their promissory note of even date he exith payable on or before three years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Sixty (\$60.00) Dollars.

UBER 306 MGL 109

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagor. do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

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Reference to the deeds a prescriptioned is serely sade for a first or description of the real estate a rein conveyed.

Or have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

And it is agreed. that until default be made in the premises, the said Mortgagors—may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors—hereby covenant—to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors—shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage. then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall he allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagoe, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Two Thorsand time inched (32,100.00) - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors .

Milliam @ Dully.

Joseph C,

(SEAL)

Edna L. Tuti

(SEAL)

IBER 306 PAGE ! ! 1

PILLO AN AND DEC BALY 24" 1954 at 10:75 A.S This Martgage, Made this / day of April the year Nineteen Hundred and Fifty-Four betty Jean Detrick and Daniel F. Detrick, her nusband, Allegary County, in the State of Maryland artics of the first part, and Lenna R. Litzenburg	State of Maryland, Allegany (County, to-wit:	
In the year Nineteen Hundred and Pitty-Four between the year Nineteen Hundred and Pitty-Four between the year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred and Pitty-Four by and between betty year nineteen Hundred R. Litzenburg. **County, in the State of Mary and article of the First part, and Lenna R. Litzenburg	and the sear innerteen numbered and the search	before me, the subscriber, a Notary	
Cabber of the Cambered Savings Bank of Cumberland, Maryland, a corporation, the within named mortagee, and made oath in due form of law, that the consideration in said mortgage is true and bona de as therein set forth; and the said the said that he is the Cabber and agent or attorney for said corporation and ally authorized by it to make this affidavit. 311 **Ithress** whereof I have hereto set my hand and affixed my Notarial Scal the day authorized by it to make this affidavit. 312 **Ithress** whereof I have hereto set my hand and affixed my Notarial Scal the day advers above written. **Cabber of Cabber and Language Relationship of the State of Sta			
did further, like manure, make oath that he is the Cashier and agent or attorney for said corporation and aly authorized by it to make this affidavit. In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day of Notary Public Motary Public Mot	the Commercial Savings Bank of Cumberland,	Maryland, a corporation, the within named mort-	
FILED AT THE DEST STATE AND SET STATE OF THE PUBLIC STATE OF THE P	the as therein set forth; and the said Provid like manner, make oath that he is the Cast	the consideration in said mortgage is true and bona lent it is the first did further, bler and agent or attorney for said corporation and	
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of the second part, WITNESSETH:			四月日
	or the second part, WITNESSETI	1;	1
	Unbereas, the Parties of the		1

Unbercas, the Parties of the First Part are justly and bona ridely indebted unto the Party of the second Part in the full and just sum of Three Thousand (\$3,000.00) Dollars and which said principal sum or any balance thereof shall bear interest at the rate of six (6%) per cent per annum; and said principal sum and

interest shall be repaid in equal monthly installments of Seventy (\$70.00) Dollars each, out of which said monthly payments first shall be computed and deducted the interest on said principal sum or any unpaid balance thereof, and the balance of said payments to be applied to the reduction of said principal sum, the first of which said monthly payments shall become due and payable one month from the date hereof and monthly thereafter until said principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and literest at any time prior to its maturity.

Mow Cherefore, in consideration of the premises, and of the sum of one dollar in hand paul, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Betty Jean Detrick and Daniel F. Detrick, her nusband,

do give, grant, bargain and sell, convey, release and confirm unto the said Lenna R. Litzenburg, ner

heirs and assigns, the following property, to-wit:

ALL of that lot, piece, or parcel of land situate, lying, and being in Allegany county, Maryland, being situate about three miles easterly of the City of Cumberland on the Little Valley Road in Election District No. 5 in Allegany County, State of Maryland, and which said parcel of land is more particularly described by metes and bounds, courses and distances, as follows, to-wit:

beginning of the third line of the whole parcel of which this is a part and running with said third line; South 21.75 degrees west 80 leet to a stake in said line; thence constructing a new division line, North 68.25 degrees west 180 feet to a stake; thence constructing a new division structing a new division line, North 21.75 degree: East 30 feet to a stake standing at the end of 310 feet on the second line of the

whole parcel; thence running with said second line, South 68.25 degrees East 130 feet to the place of beginning.

THE AFURESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Okey T. G. Kenney and Bessie M. Kenney, his wife, and Betty Jean Detrick, and which said deed is to be recorded simultaneously with the recordation of this mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Betty Jean Petrick and Daniel F. Detrick, ner nusband, theirheirs, executors, administrators or assigns, do and shall pay to the said Lenna R. Litzenburg, her

executors, administrator Sor assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars

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together with the Interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Botty Jean Detrick and Daniel F. Detrick, her husband,

USER 306 PAGE 113

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
niortgage debt and interest thereon, the said
Betty Jean Detrick and Daniel F. Detrick, ner nusband
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
Lenna k. Litzenburg, ner
heirs, executors, administrators and assigns, orEarl _E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days indice of the time, place, manner and terms of sale in some newspaper published in _Extra best trace_liaryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the halance, to pay it over to the said Hetty Jean Detrick
and Danier F. Detrick, ner nusband, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said Betty Jean Detrick and Daniel F. Detrick, her
nusband, further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars
Mitness, the hand and seal of said mortgagor s:
Attest:
Eal & Warys Betty Jean Detrick [SEAL] Eal & Warys June Detrick [SEAL] Daniel F. Detrick
State of Maryland,
Allegany County, to-wit:
I hereby certify, That on this /2 day of April
in the year ninetcen Hundred and Fifty Four , before me, the subscriber, ,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Betty Jean Detrick and Baniel r. Detrick, her husband,
and each acknowledged the aforegoing mortgage to be her and his respective
act and deed; and at the same time before me also personally appeared
the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set for forth.

TARY WITNESS my hand and Notarial Seal the day and year aforesaid.

East Edmund my

mtge 106 & Leberty St soly 28 5 aty

FILED AND RECO. WED JULY 24, " 1954, at 8:45 A.M.

This	Mortgage.	Made this 23 day of July.
in the year	r Nineteen Hundred a	10 11 11 11 11 11 11 11 11 11 11 11 11 1
¥		by and between

WILLIAM L. KUHLMAN and URSULA L. KUHLMAN, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and

IRVING MILLENSON





of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Thereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$3,000.00 this day loaned the parties of the first part by the party of the second part together with interest thereon at the rate of 6% per annum, which is to be repaid in monthly installments of \$25.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first

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part do give, grant, bargain and sell, convey, release and confirm unto the said part Y_____
of the second part , his _______heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated about one-half mile southeast of what is commonly known as the Allegany County "Camp Ground" in LaVale, about five miles West of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a solid iron bolt stake standing on the south side of a 24 foot road, said stake stands North 34 degrees and 05 minutes. West 39-1/10 feet from the northwest corner of foundation wall of dwelling that stands on this described parcel of ground, and running thence with the south side of Road (Magnetic Bearings as of August 29, 1945, and with horizontal measurements) South 75 degrees and 20 minutes East 91-9/10 feet to an iron bolt stake, thence cutting into and across the whole property, South 32 degrees and 15 minutes West 208-4/10 feet to an iron bolt stake and to the southern division line of the whole property, thence with said division line and with an old line of fence, North 69 degrees and 21 minutes West 99-7/10 feet to an iron bolt stake, thence North 35 degrees and 5 minutea East 200-9/10 feet to the beginning, containing 19,000 square feet, more or less.

The parties of the first part further give, grant, bargain and sell, release, convey and confirm unto the party of the second part, all those water september 10, 1945, and recorded in Deeda Liber 205, folio 283 among the

Conether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frontier, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of

And it is Agreed that until default be made in the premises, the said parties _____of the first part may hold and possess the aforesaid property, upon paying In the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties ____of the first part hereby covenant _____ to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part. his heirs, executors, administrators and assigns, or

cobey, carscaden and gilchrist lts, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said parties of the first part. their heirs, or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said partian of the first part further covenant to insure forthwith, and bending, the existence of this mortgage, to keep insured by some insurance company or companies

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OBER JOO PAGE 110
acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to
the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, us in case of fire
or other losses to imure to the benefit of the mortgagee , his heirs or
assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
Withree, the hands and seals of said mortgagors.
Witness:
State of Maryland,
URSULA L. KUHLMAN
Allegany County, to-wit:
I hereby certify, That on this 23-4 day of July
in the year nineteen hundred and fifty-four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
William L. Kuhlman and Ursula L. Kuhlman, his wife,
and they acknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared
Irving Millenson
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.
V P
WIFNESS my hand and Notarial Seal the day and year aforesaid.
Patty and Danie
Notary Public

Car In Marie

netgee Historyort Ma

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	Filed AND RECURDED JULY 16" 1954 at 11:45 A.M.
	PURCHASE HOMEY
	This Mortgage, Made this Manual day of
	day of
	in the year Nineteen Hundred and Fifty roun by and between
	Horwal E. Pagenhardt and Berethy C. Pagenhardt, his wife,
0	Pince Georges
nep	ofCounty, in the State of
dir	part ice of the first part, and The Citizen's National Sank of Westermport,
	Maryland, a Corporation, dalw arganized and date.
	of the United States of America,
	of County, in the State of Maryland
- 1	part of the second part, WITNESSETH:
- 1	of the second part, WIINESSETH:
	Cabercas, the said water as it
- 1	Unbereas, the said parties of the first part are indebted unte the said party of the second part for meany berrowed in the amount of TWENTY EIGHT HUMBRED AND SIXTY FIVE BOLLARS (\$2.865.60) as and described in the amount of TWENTY EIGHT HUMBRED
	AND SIXTY FIVE BOLLARS (\$2,065.00), as evidenced by the Premissery Nete of the sa
1	of the said names of the said market market in made payable unto the order
l l	MUNDRED AND SIXTY FIVE BOLLARS (62 AGE AS)
il.	
- 1	
- 11	MHEREAS, the said postion of the first part have severed a
	MHEREAS, the said praties of the first part herein have agreed to execute this Hertgage as security forthe aforesaid note, and have further agreed the
	until demand is made for the full amount of said note the said parties of the fire
	until domand is made for the full amount of said note the said parties of the fire
	until demand is made for the full amount of said note the said parties of the firs (\$25.60) each mouth plus the sourced interest as aforesaid, and
	until demand is made for the full amount of said note the said parties of the firs (\$25.60) each mouth plus the accrued interest as aforesaid, and
	until demand is made for the full amount of said note the said parties of the firs part shall pay in the reduction thereof at least the sum of Twenty Five Bellars (\$25.00) each mouth plus the accrued interest as aforesaid, and
	until demand is made for the full amount of said note the said parties of the firs (\$25.60) each mouth plus the accrued interest as aforesaid, and
	until demand is made for the full amount of said mote the said parties of the first part shall pay in the reduction thereof at least the sum of Twenty Five Bellars (\$25.60) each mouth plus the accrued interest as aforesaid, and WHENEAS the said money herein berrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Honey Hortgage.
	until demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sum of Twenty Five Bellars (\$25.60) each mouth plus the accrued interest as aforesaid, and WHENEAS the said money herein berrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Honey Hortgage. How Therefore, in consideration of the premises, and of the sum of one delien in head
	metil demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sum of Twenty Five Bellars (\$25.00) each mouth plus the accrued interest as aforesaid, and WHENEAS the said maney herein berrowed is for the purchase price of the hereimafter described real estate and therefore this is known as a Purchase Honey Hortgage. How Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
	until demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sum of Twenty Five Bellars (\$25.60) each mouth plus the accrued interest as aforesaid, and WHENEAS the said money herein berrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Honey Hortgage. How Therefore, in consideration of the premises, and of the sum of one delien in head
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	metil demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sum of Twenty Five Bellars (325.00) each mouth plus the accrued interest as aforesaid, and MEMBERS the said money herein herrowed is for the purchase price of the hereinsfter described real estate and therefore this is known as a Purchase Money Mertgage. How Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- of, together with the interest thereon, the said
	metil demail is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sum of Twenty Five Bollars (\$25.60) each mouth plus the accrued interest as aforesaid, and WHENEAS the said maney herein berrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Heney Hortgage. How Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- of, together with the interest thereon, the said
	metil demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sum of Twenty Five Bellars (325.00) each mouth plus the accrued interest as aforesaid, and MEMBERS the said money herein herrowed is for the purchase price of the hereinsfter described real estate and therefore this is known as a Purchase Money Mertgage. How Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- of, together with the interest thereon, the said
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	How Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
	metil demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sam of Twenty Five Bellars (\$25.00) each menth plus the accrued interest as aforesaid, and WHENTAS the said mency herein borrowed is for the purchase price of the hereinsfter described real estate and therefore this is known as a Purchase Honey Hortgage. How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- of, together with the interest thereon, the said parties of the first part do give, grant, bargain and seli, convey, release and confirm unto the said party of the second part, its successors and assigns, ***********************************
	metil demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sam of Twenty Pive Bellars (\$25.00) each neath plus the accrued interest as aforesaid, and MEMBEAS the said memey herein berrowed is for the purchase price of the hereimsfter described real estate and therefore this is known as a Purchase Honey Mortgage. How Ubercfore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- of, together with the interest thereon, the said
	matil demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sand parties of the first (\$25.00) each menth plus the accrued interest as aforesaid, and least the said mency herein between the first part described real estate and therefore this is known as a Purchase Mency Mertgage. How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part. do give, grant, bargain and seli, convey, release and confirm unto the said party of the second part, its successors and assigns, l. All of that part of a tract of land called "Adams Chance" situated mear the form of Westernport, in Allegany County, Maryland, as containing six and one hundred and five perches, as conveyed unte Edgar S. Pagembartt from Anaic Graces.
	matil demand is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sam of Tromty Five Bellars (\$25.60) each mouth plus the accrued interest as aforesaid, and WHENEAS the said money herein berrowed is for the purchase price of the hereins fter described real estate and therefore this is known as a Purchase Money Mertgage. How Cherefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- of, together with the interest thereon, the said parties of the first part. do give, grant, bargain and seli, convey, release and confirm unto the said party of the second part, its successors and assigns, ###################################
	How Therefore, in consideration of the premises, and of the sum of one dollar-in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity therefore, together with the interest thereon, the said
	How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said indebtedness at the maturity thereof, together with the interest thereon, the said indebtedness at the maturity thereof, together with the interest thereon, the said indebtedness at the maturity thereof, together with the interest thereon, the said indebtedness at the maturity thereof, together with the interest thereon, the said indebtedness at the maturity thereof, together with the interest thereon, the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and seli, convey, release and confirm unto the said party of the second part, its successors and assigns, ***********************************
	How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said parties of the first part do give, grant, bargain and seli, convey, release and confirm unto the said party of the second part, its successors and assigns, ***********************************
	until domail is made for the full amount of said note the said parties of the first part shall pay in the reduction thereof at least the sam of Twenty Five Bellars (\$25.00) cach neath plus the accrued interest as afercacid, and WHENEAS the said messy herein borrowed is for the purchase price of the hereimfter described real estate and therefore this is known as a Purchase Money Mortgage. How Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- of, together with the interest thereon, the said parties of the first part. do give, grant, bargain and seli, convey, release and confirm unto the said party of the second part, its successors and assigns, ***********************************
	How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said indebtedness at the maturity there-of, together with the interest thereon, the said parties of the first part do give, grant, bargain and seli, convey, release and confirm unto the said party of the second part, its successors and assigns, ***********************************

Allegany County, Maryland, in Liber No. 117, Felio 699.

All three of the above described parcels of land are the same property as conveyed unto the said parties of the first part herein by deed dated June 12, 1954, from Stephen R. Pagenhardt and Herace P. Whitworth Jr., TRUSTEES, and which deed is to be recerded among the Land Records of Allegany County, Maryland, prior to the recording of this Purchase Hemey Hertgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provioco, that if the said parties of the first part, their	
heirs, executors, administrators or assigns, do and shall pay to the se	aid
party of the second part, its successors and	
assigns, the aforesaid sum of TWENTY EIGHT HUNDRED AND S	LXT
FIVE BOLLARS (\$2,865.00)	
together with the interest thereon, as and when the same shall become due and payable, and	in
the meantime do and shall perform all the covenants herein on part to	
performed, then this mortgage shall be void.	
End it is Egreed that until default be made in the premises, the said Parties	-0
the first part,	
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may hold and possess the aforesaid property, upon paying	in
meanthic, an taxes, assessments and public liens levied on said property, all which taxes	26,
mortgage debt and interest thereon, the said parties of the first part	
hereby covenant to pay when legally demandable.	_
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage that the entire mortgage debt intended to be hereby covered that	n-
then the entire mortgage debt intended to be hereby secured shall at once become due and payable	e, e.
and these presents are hereby declared to be made in trust, and the said.	
part, its successors and	pd
his, her or their duly constituted attorney or scent.	
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any	y
and to grant and convey the same to the purchaser or so much therof as may be necessary	,
lays' notice of the time, place, manner and terms of sale in some newspaper published in Cum-	<i>j</i> . -
rom such sale to apply first to the payment of all auction for cash, and the proceeds arising	3
axes levied, and a commission of eight per cent to the party selling or making said sale; secondly, of the payment of all moneys owing under this more than the party selling or making said sale; secondly,	1
and the mortgage, whether the same shall have been then	1
natured or not; and as to the balance, to pay it over to the said.	
ert, their	
- and of advertisement under the above hower but no sale and the sale	
hall be allowed and paid by the mortgagor s, their ————————————————————————————————————	
And the said parties of the first part	
further covenant to	N.
sure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
ompany or companies acceptable to the mortgagee or 12a messages	
signs, the improvements on the hereby mortgaged land to the amount of at least	
INMATE ALCOH MUNICIPAL AND SIXTY PIVE & .00/100	
Dollars, nd to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
inure to the benefit of the mortgagee , its successors & sasigns, to the extent	-
assigns, to the extent	
lien or claim hereunder, and to place such policy or	-

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policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Illitness, the hand and seal of said mortgagor Ellen a Hagedown Morval E. Pagenhardt [SEAL] Tellew a Hazedom Dorothy Co Pagenhardt [SEAL] Prince Georges Harytano, County, to-wit: I hereby certify, That on this m the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Norval E. Pagonhardt and Borothy C. Pagonhardt, his wife, ---and have acknowledged the aforegoing cortrage to be their voluntary act and deed; and at the same time before my also promoundly approach the within named mortgages, and made onth in due form of have there the mortunge in true and how fide as therein set for fourth WITNESS my hand and Notarial Seal the day and year aforesaid.

I hereby certify that on this 3 day of July, 1954, before me a Netary Public of the State and County afercasid, personally appeared Herace P. Whitworth Sr. When President of the Citisem's Matienal Bank of Vestermert, Maryland, and made eath in due form of law that the consideration herein stated is true and bona fide as therein stated in said Mortgage.

IN TENTINGENY MEREBOR. I have become

IN TESTIMONY WHEREOF, I have become not my hand as my Netarial seal the day and year first above write

My Commission Expires 5-2-34

FILED AND RECURDED JULY 27" 1954 at 12:30 P.M.

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PURCHASE MONEY	
This Mortgage, Made this 26rd day of Johy year Nineteen Hundred and fifty -four by and between	in the
John A. Jackson and Mary E. Jackson, his wife,	
of Allegany County, in the State of Maryland, partles of the first part, inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a corporate, incorporated under the laws of the United States of America, of Allegany County,	- bode

WITNESSETH:

- A

land, party of the second part, hereinafter called mortgagee.

Seventy-two Hundred & 00/100 - - - (\$7200.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:

By the payment of F1fty-f1ve & 08/100 - -- (\$55.08) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being situate in Garden City Homes Sub-Division in Election District No. 29, in Allegany County, Maryland, said lot being known as Lot No. 187, a plat of which is filed in Plat Box No. 150 among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the westerly side of Oak Drive at the end of the first line of Let No. 186 in said addition, and running then with said Oak Drive North 10 degrees 17 minutes West 50 feet to the dividing line between Let Nos. 187 and 188 in said addition, then with said dividing line South 79 degrees 43 minutes West 250 feet to the dividing line between Lets Nos. 187 and 219 in said addition, then with said dividing line South 10 degrees 17 minutes East 50 feet to the end of the second line of said Let No. 186, and then with said second line reversed North 79 degrees 43 minutes East 250 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Raiph John Misch and Heien W. Misch, his wife, dated the 21st day of July, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytinie for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager 8, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Barced that until default be made in the premises, the said mortgagors may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be uccessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incldent to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe sald mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-two Hundred & 00/100 - - - (\$7200.00) - - - Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its ilen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bito the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns. All rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings to present the mortgage under the terms and conditions herein set forth.

UBER 306 PAGE 122

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor B to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the incrediate repayment of the debt hereby secured and the failure of the mortgagor B to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said principles and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the who

Witness, the hand and seal of said mortgagors.

Attest:

1

(SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 26 74 day of___

in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

John A. Jackson and Mary E. Jackson, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WHINESS my hand and Notarial Seal the day and year aforesald.

Dave I Ha Notary Public. UBSR 306 PAGE 123

To now Charles M merster

FILED AND RECORDED JULY 27" 1954 at 12:15 P.M.

This Martnage, Made this 26.74 day of July in the year Nineteen Hundred and Fifty-four , by and between Charles M. Meleter and Dorothy V. Meleter, his wife,

of Allegany County, in the State of Maryland part les of the first part, and Paul C. Frost,

Milbereas, the eaid particle of the first part are justly and bona fide indebted unto the said party of the second part in the full and just eum of \$1800.00 and to secure the payment thereof together with the interest this mortgage is given, and the said mortgagera agree to pay to said mortgages the eum of \$20.00, each and every month, accounting from the first day of August, 1954, to be applied on the principal sum of said mortgage debt, said sum of \$20.00 may be paid at any time during said month of August and at any time during each succeeding month.

It is understood and agreed by the parties hereto that the principal sum of said mortgage debt shall bear interest at the rate of per annum to be calculated and payable monthly.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

Charles M. Meister and Dorothy V. Meieter, hie wife,

)

give, grant, bargain and sell, convey, release and confirm unto the said

Paul C. Frost, hie

heirs and assigns, the following property, to-wit:

part Y ____of the second part, WITNESSETH:

All that piece or parcel of land lying and cituate in Election Dietrict No. 2, near Oldtown, in Allegany County and State of Maryland, containing Fifty-seven acres of land, being part of a tract called "Ipswick" which is described in a deed for the same from Della May Hoverman and husband to Elwood Nixon dated July 3, 1905, and recorded among the Land Records of Allegany County aforesaid in Liber J.W.Y. No. 97, folio 479, and being the same property which was conveyed to the said James A. McHenry by Harry Irvine, Sheriff, by deed dated December 2, 1915, and recorded as aforesaid in Liber L.L.S. No. 117, folio 546, reference to which said deed is hereby specially made.

Second: All their right title and interest in and to those tracts and part of tracts and parcels of land lying and situate in Election District No. 2, in Allegany County, State of Maryland, and particularly described in a deed from James A. McHenry to Emmet C.

UBER 306 PMT 124

Henry, dated September 26, 1916, and recorded among the Land Records of Allegany County aforesaid, in Liber L.L.S. No. 119, folio \$51, reference to which said deed is hereby specially made. The object and purpose of the aforesaid deed was to release the dower interest of the said Clara E. Nixon, widow, in the lands described in the deed above referred to, to the said Emmet C. Henry, and it conveying the same interest as the deed dated the 13th day of November, 1917, from Clara E. Nixon, widow, to Emmet C. Henry, which deed is recorded in Liber L.L.S. No. 124, folio 288.

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Third: All those three tracts or parcels of land lying in Election District No. 2 near Oldtown, in Allegany County, State of Maryland, known as the Elwood Nixon farm, as follows, to-wit:

- A tract of land called "Resurvey on Ipswick" containing sighty-sight worse and fully described in a deed to Elwood Nixon duly recorded among the Land Records of said Allegany County in Liber T.L. No. 6h, folio 259.
- A tract of land called "Wheatland" containing sixteen acres and contained and described in a deed to said Nixon, recorded as aforesaid in Liber T.L. No. 71, folio 472.
- 3. A tract of land called "Evening Tide," containing one and forty-two one hundreths acres and described in a deed to said Nixon recorded as aforesaid in Liber J.W.Y. No. 96, folio 127, and containing in all one hundred and five and forty-two one hundreth acres, and being the same parcels of land which were conveyed to the said Jonathan A. Henry by James A. McHenry, attorney, by deed dated July 15, 1913, and recorded as aforesaid in Liber J.W.Y. No. 112, folio 622, reference to all which said deeds is hereby made.

Being the same property which was conveyed unto the parties of the first part by deed of George W. Legge, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

	wife, their heirs, executors, administrators or assigns, do and shall pay to the said
	Paul C. Frost, his cutors, administrators or assigns, the aforesaid sum of
	Eighteen Hundred & 00/100 (\$1800.00) Dollars
toge	ther with the interest thereon, as and when the same shall become due and payable, and in
	meantime do and shall perform all the covenants herein on their part to be

part to be performed, then this mortgage shall be void. Bnd it is Egreed that until default be made in the premises, the said.

Charles M. Meister and Dorothy V. Meister, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Charles M. Heister and

Dorothy V. Meister, his wife,

hereby covenant to pay when legally demandable.

. .

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

Paul C. Frost, his

and to grant and convey the same to the purchaser or purchasers thereof, or assigns; which sale shall be made in manner following to-wit: By	his, her or their heirs
days' notice of the time, place, manner and terms of sale in some newspalerland, Maryland, which said sale shall be at public auction for cash, and from such sale to apply first to the payment of all expenses incident to staxes levied, and a commission of eight per cent to the party selling or make to the payment of all moneys owing under this mortgage, whether the same	giving at least twenty per published in Cum- the proceeds arising uch sale, including all
matured or not; and as to the balance, to pay it over to the said Char	ie shall have been then
and Dorothy V. Meister, his wife, their	les M. Melster
shall be allowed and paid by the mortgagors their representat	the above commission ives, heirs or assigns.
Hnd the said Charles M. Meister and Dorothy V.	Meister, his
Wife,	decay to the second
made forthwith, and pending the existence of this mortgage, to keep insure	ed by some insurance
Company or companies acceptable to the mortgagee or his het	racom
assigns, the improvements on the hereby mortgaged land to the amount of all	least
Fighteen Hundred & 00/100 (\$1800.00)	Dollars,
or policies issued therefor to be so framed or endors	ed ag in case of fi-
to inure to the benefit of the mortgagee , his heirs or	assigns, to the extent
policies forthwith in possession of the mortgagee , or the mortgagee may e	effect and to
and collect the premiums thereon with interest as part of the mortgage debt	
Mitness, the hand and seal of said mortgagor s.	
Attest:	
Hellism Harmon 811 mm	8
Charles M. Mejster	[SEAL]
Darothy V. M	uiter[SEAL]
Dorothy J. Meister	- [SBAII]
Allegany County, to-mit:	
I hereby certify, That on this 26 14 day of 1	Tulu
in the year nineteen Hundred and Street	
	me, the subscriber.
a Notary Public of the State of Maryland, in and for said County, personally	
Charles M. Meister and Dorothy V. Meister, his w	
and they acknowledged the aforegoing mortgage to be the	
	ir
act and deed; and at the same time before me also personally appeared Geo	ir rge W. Legge,
attorney and agent for the within named mortgagee	rge W. Legge,
xbeswithtnummed xnorthnums and made oath in due form of law, that the col	rge W. Legge,
act and deed; and at the same time before me also personally appeared Geo attorney and agent for the within named mortgagee the within named mortgage and made oath in due form of law, that the commortgage is true and bona fide as therein set for forth, and that he is the still affidevit.	rge W. Legge,
xharanthin manual randaments and made oath in due form of law, that the commortage is true and bona fide as therein set for forth, and that he is make this effidevit.	rge W. Legge,
xhexwithtouranced xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	rge W. Legge,
xharanthin manual randaments and made oath in due form of law, that the commortage is true and bona fide as therein set for forth, and that he is make this effidevit.	rge W. Legge,

To Migel Frachus Md

LIBER 306 PAGE 126

FILED AND RECORDED JULY 27" 1954 at 8:50 A.M.

Birlu	Mortnage.	Made this 23 d day of	July,	
	~ ~ ~	•		
in the use	w Ninoteen Hundred o	wa Fifty-four		1 1 1

in the year Nineteen Hundred and Fifty-four, by and between

FRANK R. WILLIAMS, unmarried, and MARIETTA DANIELS, widow,

of Allegany County, in the State of Mai yland,

partics of the first part, and FRUSTBURG NATIONAL BALK, a national banking corporation duly incorporated under the Laws of the United States of America,

of Allegany County, in the State of Mar/land.

part y of the second part, WITNESSETH:

Threas, the said parties of the first pert are justly indebted into the party of the second part, its successors and assigns, in the full sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part, payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with the interest as aloresaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part doherebygive, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors here and assigns, the following property, to-wit:

ALL that lot of ground situate in the Village of Mount Savage, Maryland, in Allegany County, particularly described as follows:

nine degrees twenty minutes West thirty feet from a point on the South side of the County Road leading from Clark's Store toward the Brick Yard and bearing South sixty degrees forty minutes West two hundred and four feet from the North East corner of Mary Ellen Clark's Store and lot, and running thence with the North side of said County Road South sixty degrees forty minutes West fifty feet, then North twenty-nine degrees twenty minutes West one hundred and sixty-two feet to a stone wall running parallel to The Roman Catholic Church fence and with said wall, North seventy degrees fifteen minutes East fifty feet and five inches, then South twenty-nine degrees and twenty minutes East one hundred and fifty-three feet and five inches to the place of beginning.

IT being the same property which was conveyed to Frank R.

UBER 306 PAGE 127

Williams and Marietta Daniels by deed of Charles R. Graham et al, dated November 0, 1943, and recorded among the Land Records of . Allegany County, Maryland, in Liber No. 197, folio 713.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frouthed, that if the said part 108 of the first part, the 12heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, 11s successors executors x x a data has followed as the aforesaid sum of

ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00),

And it is Agreed that until default be made in the premises, the said part 1es of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part 1es of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part 1ts successors

COBEY, CARSCADEN and GILCHRIST _ its, his, her or their duly constituted attorncys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including ail taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part 108 of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagor___ their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors acceptable to the mortgagee or its/assigns, the improvements on the hereby mortgaged iand to the amount of at least ONE THOUSAND FIVE HUNDRED 00/100--(\$1,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other iosses to inure to the benefit of the mortgagee , its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

milittess, the hands and seals of said mortgagoss

Witness:

Ruth m. Joan 2

RUTH M. TODD

FRANK H. WILLIAMS

Marietta Daniels [Seal]

UBER 306 PAGE 128

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 23 d day of July, in the year nineteen hundred and Fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared FRANK R. WILLIAMS, unmarried, and MARIETTA DANIELS, widow, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Farl Kreitzburg. Casnier of the Frostburg National Bank, that the consideration in said martgage is true and bona fide as therein set forth.; and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.

Retail M. Jodd.

Notary Public

To Mitgel go Pershing al City

FILED AND RECORDED JULY 27" 1954 at 11:05 A.M.

This Martgane, Made this 24 day of July,
in the year Nineteen Hundred and Fifty Four , by and between

Millian R. Himmler and William Himmler, Jr., her husband,

of Allegany County, in the State of Maryland

James A. Perrin and Angela M. Perrin, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

James A. Perrin and Angela M. Perrin, his wife, as tenants by the entireties, in the full and just sum of Two Thousand (\$2,000.00) Dollars for which they have given their promisery note of even date nerowith payable on or before there years after date with interest at the rate of 6% per annual payable se inannually.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do

give, grant, bargain and soll, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of land known as Lot No. 66 on the Plat of the National Highway Addition of Allegany County, Maryland, recorded among the Land Records of Allegany County, in Liber No. 111, folio 773, and described as follows:

Beginning at a point on the Southerly side of "A" Street at the division line between Lots Nos. 65 and 66, and running thence with the 5 utherly side of "A" Street, South 31 degrees 50 minutes Nost 50 feet; then South 58 degrees 10 minutes East 250 feet to the Northerly side of "B" Street;

then North 31 degrees 50 minutes East 50 feet to the division line between Lots Nos. 65 and 66; North 58 degrees 10 minutes West 250 feet to the beginning.

Being the same property conveyed to Lillian R. Himmler in two deeds, one from Nollie Loretta Himmler dated July 20, 1946, and recorded in Liber No. 210, folio 358, one of the Land Records of Allegany County, Maryland, and the other from Phyllis Himmler Rymer et vir dated August 15, 1947, and recorded in Liber No. 218, folio 186 of said Land Records. Reference to said deeds is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor , administrator or assigns, the aforesaid sum of____

- - - - - Two Thousand (\$2,000.00) Dollars- - - -

together with the interest thereon, as and wh	hen the same shall become due and payable, and in
the meantime do and shall perform all the	covenants herein on their part to be
performed, then this mortgage shall be void.	
And it is Agreed that until defau	alt be made in the premises, the said
parties	of the first part
*	
the meantime, all taxes, assessments and pub	and possess the aforesaid property, upon paying in lic liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said_	
parties	of the First part
hereby covenant to pay when legally demand	dable.
terest thereon, in whole or in part, or in any	nent of the mortgage debt aforesaid, or of the in- agreement, covenant or condition of this mortgage, hereby secured shall at once become due and payable,
and these presents are hereby declared to be	made in trust, and the said
parties of	the second part, their
heirs, executors, administrators and assigns, or	Wilbur V. Wilson,
his, her or their duly constituted attorney or ag time thereafter, to sell the property hereby mo	rent, are hereby authorized and empowered, at any
or assigns, which sale shall be made in mann	haser or purchasers thereof, his, her or their heirs er following to-wit: By giving at least twenty ms of sale in some newspaper published in Cum-
beriand, maryland, which said sale shall he at i	Dublic suction for each and the amount
Trons such sale to apply first to the payment of	of all expenses incident to such sale, including all at to the party selling or making said sale; secondly,
to the payment of all moneys owing under thi	s mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay i	
	rst part, their heirs or assigns, and
in case of advertisement under the above power	er but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors	their representatives, heirs or assigns.
And the said parties	of the first next
insure forthwith and pending the existence of t	further covenant to
	his mortgage, to keep insured by some insurance
Company or companies acceptable to the mortg	
assigns, the improvements on the hereby mortg	
and to cause the policy or policies in 1.41	Dollars,
	for to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees,	and the capetit
oftheir lier	n or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgages	es , or the mortgagee may effect said insurance
and collect the premiums thereon with interest	
Hittess, the hand and seal of said mor	tgagors.
Attest:	A Children Tellifornia
Minulely	Lillian R. Himmely (SEAL)
11mm Plet	Millian & Himmler
- weng	Millian Himler, Jr.
-	
	ONRATA
	(SEACA

State of Maryland, Allegany County, to-wit:

FUBLIC : alari.

I hereby certify, That on this 24 day of July, in the year nineteen Hundred and Fifty Four ____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lillian R. Himmler and William Himmler, Jr., her husband, _acknowledged the aforegoing mortgage to be ____ their act and deed; and at the same time before me also personally appeared James A. Perrin and Angela M. Perrin, his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said eage is tru mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.

William XH

Chis	Mortgage, Made this 23 rd day of July	in the
	cteen Hundred and fifty_fourby and between	
	George H. Keifer and Ruth K. Keifer, his wife,	
	George H. Keifer and Ruth K. Keifer, his wife,	

of Allegany County, in the State of Maryland, parties of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Wilbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of - - - Sixty-six Hundred and 00/100 - - - - - (\$6600,00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5-1 fer cent. per annum, in the manner following: By the payment of Fifty-three and 93/100 r before the first day of each and every month for

and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforgand principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

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ALL that lot, plece or parcel of ground lying and being on the northerly side of Columbia Street known and designated as part of Lots No. s 51 and 52 in Gephart's Second Addition to Cumberland, Allegany County, Maryland, a plat of which said Addition is filed in Liber 38, folio 580, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same on the northerly side of Columbia Street at a stake located South 60-3/4 degrees East 25 feet from the beginning point of Lot No. 52 in said Addition, said stake being 60.5 feet distant from the corner of Walnut Alley and Columbia Street, and running then with said Street North 60-3/4 degrees West 50 feet to a stake, then North 29-1/4 degrees East 113 feet to the southerly side of Pine Alley, then with said Alley South 61-1/2 degrees East 50 feet to a stake, and then South 29-1/4 degrees West 115 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Clarence Lippel, Executor, dated August 3, 1951 and recorded among the Land Records of Allegany County, Maryland, in Liber 234, folio 628.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and employed at the troperty hereby mortgaged or so much thereof

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say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-six Hundred and 00/100 - - - - - - - (\$6600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Anothe said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all licus for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, wit

Hitness, the hand and seal of said mortgagors

Attest:

(SEAL) William Harman State of Maryland, Allegany County, to-wit: I hereby certify, That on this. 23rd day of in the year nineteen Hundred and Fifty four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George H. Keifer and Ruth K. Keifer, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mininger is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages. WITHESS my hand and Notarial Seal the day and year aforesaid.

Helliam Harman

Compared and VERCO Delivered To Mitgee City

FILED AND RECORDED JULY 27" 1954 at 2:50 P.M.

This Mortgage, Made this

26 th

day of

In the year nineteen hundred and fifty-four

Robert S. Hamilton and Pauline S. Hamilton, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Ailegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Robert S. Hamilton and Pauline S. Hamilton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and fuil sum of Five Thousand (\$5,000.00) ---- Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarteriy as lt accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Robert S. Hamilton and Pauline S. Hamilton, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated in the Town of Lonaconing, Allegany County, Maryland, being part of that lot of land which was conveyed to Duncan R. Sloan by George's Creek Coal and Iron Company, by deed dated April 18, 1890, and recorded in Liber No. 68, folio 187, one of the Land Records of Allegany County, Maryland, and more particularly described as follows (Magnetic bearings reduced to vernier courses and horizontal distances being used throughout):



RECONNTIC at a fence post standing at the beginning of the whole lot, as aforesaid, (originally a stone marked "G. C.") said beginning post also standing the first line of a narrow street and running thence with said street and part of the first line of the whole lot (2 degrees 25 minutes variation), North 43 degrees minutes East 55 feet to a stake; thence across the whole lot, South 48 degrees of said Street, South 59 degrees 33 minutes West 50 feet to a fence post standing at the end of 8 feet on the sixth line of the whole lot; thence with the remainder of said sixth line, (2 degrees 25 minutes variation), North 52 degrees 35 minutes West 53 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Emma G. Sloan, single, and Mildred K. Sloan, single, by decd dated the 14th day of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shaif pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) -------Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shaif perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, THIS MORTGAGE shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to self the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party seiling or making said saie, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the sald commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mort-

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gagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Whet & Toanillon (SEAL)
Robert S. Hamilton

Pauline S. Hamilton (SEAL)
Pauline S. Hamilton

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2644 day of July

in the year nlneteen

hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Robert S. Hamilton and Pauline S. Hamilton, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Elne

Notary Public , ,

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	PURCHASE MONEY PURCHASE MONEY 711-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
I	This Murigage, Made this 28 dd day of guly
	in the year Nineteen Hundred and Fifty-four, by and between
	James W. Crawford and Gloria H. Crawford, his wife,
	of Allegany County, in the State of Maryland
	part les of the first part, and
	Gladys L. Crawford, widow,
	of Allegany County, in the State of Maryland
	part Yof the second part, WITNESSETH:
	Tubcrcns, the said parties of the first part are justly and bone fide indebted unto the said party of the second part in the full and just eum of \$2500.00 and to secure the payment of such indebtadness this mortgage is given.
	This mortgage is writtan without interest payments.
	And it is further agreed between the parties to this mortgage that the sum of \$40.00 shall be paid on the principal indebtedness on or before the 10th day of each succeeding month, the first of said payments is to be made on tha 10th day of August, 1954, and succeeding payments are to be made on or before the 10th day of each succeeding month thereafter.
	It is understood and agreed by the parties hereto that this mortgag is written for a period of 3 years from its date; and after the expiration of said 3 years shall continue in force under the same conditions as written until called by said mortgagae, her neirs or assigns. The said mortgagors shall have the privilege of paying any sum or sums of money or of paying the entire mortgage debt at anytima during the life of this mortgaga. How Therefore, in consideration of the premises, and of the sum of one dollar in hand
	paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
	of, together with the interest thereon, the said
	James W. Crawford and Gloria H. Crawford, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said
	give, grant, bargain and sen, convey, release and confirm unto the said
	Gladys L. Crawford, widow, her
	heirs and assigns, the following property, to-wit:
	All those two lote, pieces or parcels of land lying in District No. 1, Allegany County, Maryland, they being the same tracts of land which wem conveyed to said Edward L. Roberte by Nellie M. Sisk and husband by deed dated November 15, 1916, and recorded January 20, 1917, in Liber L.L.S. No. 120, folio 373 one of the Land Records of Allegany County, Maryland, the first one of these two tracts including a piece of land not mentioned in the above mentioned deed and all enclosed within the following metes and bounds.
1	FIRST: Beginning at a bounded pine tree standing on the top and on the weeterly eide of a ridge about one-fourth of a mile southeastward from Jamee H. Price's land and running then North 28 degrees tast 82 perches to a bounded Red Oak North 65% degrees tast 14 one-fifth perches to a stake, South 60% degrees tast 20 perches to a stake witnessed by 2 small Black Oake, at the end of the 14th line of the fire

part of Piney Plains in 2 parts, then with the lines thereof reversed as corrected South 46 degrees East 40 perches, then with the first line of a deed from said Edward L. Roberts to James H. Price dated December 28, 1906 South 42½ degrees East 34 perches to a small hickory with 6 notches standing at the foot of a hill, then South 42 degrees East 58 perches to e stake standing 81 perches northeastward from the end of the last line on the east side of the whole tract, then with it as originally surveyed South 44 and three-fourth degrees West 81 perches North 52½ degrees West 133 and one-third perches to the beginning.

SECOND: Beginning at the end of 60 perches on the 7th line of "Devil Take It" at a white pine tree standing in "Spring Lick Hollow" and running South 22 degrees West 36 perches, South 34 degrees West 12 perches, South 21 degrees West 30 perches, South 21 degrees West 19 perches to a red oak, then South 35 degrees West 12 perches, South 10 degrees East 19 perches, South 30 degrees West 18 perches, South 5 degrees West 10 perches, South 15 degrees West 30 perches, South 2 degrees West 30 perches, South 15 degrees West 30 perches, South 25 degrees West 21 perches to a bounded White Oak stending at the forks of Spring Lick Hollow, then North 83 degrees East 12 perches to a white oak sapling. South 65 degrees East 9 perches to a sycamore, then North 75 degrees East 15 perches, North 42 degrees East 34 perches, North 57 degrees East 22 perches, North 80 degrees East 34 perches to a sugar tree, then North 52 degrees East 9 perches, North 73 degrees East 16 perches, North 4 degrees East 9 perches, North 73 degrees East 16 perches, North 4 degrees East 9 perches, North 74 degrees East 26 perches to a small white pine. North 45 degrees East 8 perches to Edward L. Roberts line, then with seid line North 52 degrees East 80 perches, North 652 degrees East 14 and one-fifth perches, South 603 degrees East 20 perches, North 19 degrees East 32 perches, North 50 degrees East 86 perches to the beginning, containing 204 acres more or less.

Being the same property which was conveyed unto the parties of

Being the same property which was conveyed unto the parties of the first part by deed of the party of the second part of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

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Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appartenances thereunto belonging or in anywise appertaining.

cife, their he	errs, executors, administrators	or assigns, do and shall pay to the said
Glad	ys L. Crawford,	her
executors , administrators or	assigns, the aforesaid sum of	f
		shall become due and payable, and in
the meantime do and shall pe	erform all the covenants herei	shall become due and payable, and in onpart to be
the meantime do and shall performed, then this mortgage	erform all the covenants herei	in on their part to be
the meantime do and shall performed, then this mortgage And it is Agreed	erform all the covenants hereing shall be void. that until default be made in	in on their part to be
performed, then this mortgage And it is Agreed	erform all the covenants hereine shall be void. that until default be made in the covenants hereine shall be void.	in on their part to be
performed, then this mortgage And it is Egreed	erform all the covenants hereine shall be void. that until default be made in the shall be m	the premises, the said

But in case of default being made in payment of the mortgage debt aforesaid, or of the inest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, in the entire mortgage debt intended to be hereby secured shall at once become due and payable,

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I	and these presents are hereby declared to be made in trust, and the said
l	Gladys L. Crewford, her
	heirs, executors, administrators and assigns, or George W. Legge his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said James W. Crawford
	and Gloria H. Crawford, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagora their representatives, heirs or assigns.
	And the said Jemes W. Crawford and Gloria H. Crawford,
	his wife, further covenant to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	Company or companies acceptable to the mortgagee or her heirs or
	assigns, the improvements on the hereby mortgaged land to the amount of at least
	Twenty-five Hundred & 00/100 (\$2500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee , her heirs or assigns, to the extent
	of their lien or claim hereunder, and to place such policy or
	poincies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt
	Mitness, the hand and seal of said mortgagor s .
	Attest:
	James W. Crawford [SEAL]
	Gloria H. Crawford
	State of Maryland.
	Allegany County, to-wit:
	Thornbur contifue
	I hereby certify. That on this 20th day of day
	in the year nineteen Hundred and Fifty-four , before me, the subscriber,
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	James W. Crawford and Gloria H. Crawford, his wife,
	and they acknowledged the aforegoing mortgage to be their
	act and deed; and at the same time before me also personally appeared
	Gladys L. Crawford, widow,
	the within named mortgagee, and made oath in due form of law, that the consideration in said
	mortgage is true and bona fide as therein set for forth.
	CONTRACTOR OF THE PARTY OF THE
4 4 18	hand and Notarial Seal the day and year aforesaid.
,	210
*	Bulesa Jeal France Notaty Public.
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Compared Mailed Carender
To First RatiBank Orly

ace 12 19 54	
FILED AND IL	CORDED JULY28" 1954 at 2:45 P.M.
SECOND PURCHASE MONEY	
This Mortnage, Made	his 26 th day of March
in the year Nineteen Hundred and P1	HI CONTRACTOR CONTRACT
in the year Nineteen Hundred and F1	Cty-four by and between
Clement A. Lancaster and	Joan L. Lancaster, his wife,
1	
of Allegany	County, in the State of Maryland,
part 105 of the first part, and	
Ferd Staarman and Henry	Staarman
of Doddridge	County, in the State of West Virginia,
parties of the second part, WITN	ESSETH:
Thirty-five Hundred Dollars the date hereof with intere payable semi-annually, and part of the purchase price cribed property; Row Cherefore, in considera	ties of the first part stand indebted ond part in the full and just sum of (\$3,500.00), payable one year from st thereon at the rate of 4% per annum which said principal sum represents a due and owing on the hereinafter destion of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt	payment of the said indebtedness at the maturity there-
of, together with the interest thereon, to	he said parties of the first part
	X X
do give grant harmin and a	
	ell, convey, release and confirm unto the said
parties of the second part,	their
heirs and assigns, the following property	y, to-wit:
All that lot or parce	l of ground situated in LaVale about of Cumberland, particularly described
ing on the division line bet and Mary C. Clary lands, the tract of land conveyed by Pr B. Carter, et ux., by deed d	e at a stake standing north 39 degrees feet from a large planted stone stand-ween the former Frederick M. Fairchild said stone being the beginning of the ederick M. Fairchild, et ux., to Lucius ated the 5th day of June, 1918, and rds of Allegany County in Liber 123,

folio 653, and the said beginning stake standing 132-2/10 feet on the first line of the said Carter tract and continuing thence with the remainder of said first line (magnetic bearings as of May 1946, and horizontal measurements) North 39 degrees and 25 minutes west 287-5/10 feet to a stake, thence with the second and part of the third line of said Carter tract south 52 degrees and 20 minutes west 103-5/10 feet to a stake, thence parallel to the first line of this parcel of ground south 39 degrees and 25 minutes east 290-35/100 feet to a stake, thence 50 degrees and 35 minutes east 103 feet to the beginning.

It being the same property which was conveyed to the said parties of the first part by William E. Shuck and Alice A. Shuck, his wife, by deed dated the ______ day of _____, 1954, and intended to be recorded among the Land Records of Allegany County together with this mortgage, which is given to secure a part of the purchase price thereof.

Cogether with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in appuring accordable.

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the sa
parties of the second part, their heirs
executors , administrators or assigns, the aforesaid sum of
Three Thousand Five Hundred Dollars (\$3,500.00)
together with the interest thereon, as and when the same shall become due and payable, and i
the meantime do and shall perform all the covenants herein on their part to b
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
parties of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes
morigage debt and interest thereon, the said parties of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the in- terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
parties of the second part, their
heirs, executors, administrators and assigns, or William J. Gunter, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty lays' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, or the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said Parties of the first heir case of adventure and adventu
and an advertisement under the above power but no sale one half of the above
hall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
Bnb the mid parties of the first part

further covenant to

	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	company or companies acceptable to the mortgages or their heirs or
	assigns, the improvements on the hereby mortgaged land to the amount of at least
1	Three Thousand Five Hundred and 00/100
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
	oftheir lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt.
	Hithebb, the hand and seal of said mortgagors:
	May Selly Clement A. Lancaster [Sent] Joan L. Lancaster [Sent]
Π,	State of Maryland,
	Allegany County, to-wit:
	I hereby certify, That on this 26 to day of March
	in the year nineteen hundred and Fifty-four, before me, the subscriber
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	Clement A. Lancaster and Joan L. Lancaster, his wife,
	and (ach acknowledged the aforegoing mortgage to be their respective
	act and deed, (NAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	WITNESS my hand and Notarial Scal the day and year aforesaid.
	Mary Seely Notary Public
1+	STATE OF WEST VIRGINIA, DODDRIDGE COUNTY, TO-WIT:
	I HEREBY CERTIFY, That on this VL day of March, 1954, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Doddridge County, personally appeared Ferd Staarman and Henry Staarman and each made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as therein set forth.
	WITNESS my hand and Notarial Seal the day and year last above
19 3	
	genstiel sentill
V. Con	My commission expires: Notary Public
7.	196/.

FILED AND RECORDED JULY 28" 1954 at 3:45 P.M.

This Mortgage, Made thia ____ 28

day of

July

In the year nineteen hundred and

fifty-four

, by and between

Norbert B. O'Donnell and Evelyn G. O'Donnell, his wife, of Aliegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Norbert B. O'Donnell and Evelyn G. O'Donnell, his wife,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Norbert B. O'Donnell and Evelyn G. O'Donnell, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the sald The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land lying and being in the City of Cumberland, Allegany County, Maryland, and being a part of Lot No. 4, Block 4, in Cumberland Heights Addition to said City, and which said lot is more particularly described as follows, to-wit:

Avenue; distant 40 feet in a Northerly direction from the intersection of the Easterly side of said Stewart Avenue and the Northerly side of Prince George's Street, and running thence with a line drawn parallel to the said Northerly line of Prince George's Street, North 872 degrees East 100 feet, thence at right angles to said Irince George's Street, North 22 degrees West 20 feet, thence parallel to the said Northerly line of Frince George's Street and through the center of the division wall between the brick house now standing on the property hereby intended to be conveyed and the brick house on the adjoining property, South 27 degrees West 100 feet to Stewart Avenue, and thence with said Stewart Avenue, South 2 degrees hast 20 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Rachel Katherine Mutson, widow, by deed dated October 5, 1939 and recorded in Liber No. 184, folio 659, one of the Land Records of Allegany County.

IUGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shail pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-One Hundred (\$3100.00) ----- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the eovenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shail be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future ad-





lebt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, or to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the set. I any repair, alterations or improvements to the mortgaged property, as provided by Chapter 223 of the Laws of Maryland passed at the January session in the part of the serious whendevents thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Norbert B. O'Donnell
Norbert B. O'Donnell

Thomas L Keech

Evely & ODonall (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 28th day of July

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesald, personally appeared

Norbert B. O'Donnell and Evelyn'G. O'Donnell, his wife,

and each acknowledged, the foregoing mortgage to be

heir act and

deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgages and made oath in due form
of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

LIDSR 306 PAGE 145

said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

See asirburs Notary Public

FILED AND RECORDED JULY 28" 1954 at 3:45 P.M.

This Mortgage, Made this

2826

day of

July

in the year nineteen hundred and fifty-four

, by and between

Eugene Johnson and Marion E. Johnson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the piural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Eugene Johnson and Marion E. Johnson, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following property, lying and being on the West side of the State Road leading from Cumberland, Maryland to Mount Savage, Maryland, being part of what is known as "Homewood Addition" as shown on two plats of said Addition filed in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, one plat being filed in Plat Case, Box 150, (being an amended plat to a former plat filed in Plat Cast Box 74), and the other being filed in Plat Case Box 90 of said

UGER 306 PAGE 146

Land Records, the property hereby conveyed being designated on said "Amended Map of Homewood Addition", filed in Flat Case Box 150, as follows:
Lot No. 14, Block 1, Homewood Addition, Allegany County, Maryland.

It being the same property which was conveyed unto the said Mortgagors by Winifred H. Keyser, ct al, by deed dated the 28th day of October, 1946, and recorded in Liber No. 213. folio 546, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945, or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published In Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premlums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case sald property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

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UESR 306 PAGE 147

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seal of said mortgagor.

ATTEST: Eigen of france Marion E. Johnson (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

Capare within

USLIG !:

I hereby Certify, that on this 28 day of July in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Augene Johnson and Marion E. Johnson, his wife, acknowledged, the foregoing mortgage to be their and each deed; and at the same time, before me, also personally appeared President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and daily authorized by it to make this affidavit. In without whereof I have hereto set my hand and affixed my notarial seal the day and year

Geoadicters Notary Public

Compared and Maile Sectionate

FILED AND ACCORDED JULY 29" 1954 at 3:00 P.M. Purchase Money

This Mortgage, Made thia... 29th day of July in the year Nineteen Hundred and Fifty four __, by and between

Cobern E. Manges and Irene E. Manges, his wife,

of Allegany County, in the State of Maryland part 168 of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

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Unbergas, the said Cobern E. Manges and Irens R. Manges, and ware,

Twonty-Three--Dollars (\$.23.00 ____) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accurred thereon, is paid in full, to secure which said principal, together with the interest accurring thereon, these presents are made.

And Cubercas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Cobern E. Manges and Trene E. Manges,

his wife.

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the East side of Arch Street, in the City of Cumberland, Allegany County, Maryland, being the Southern half of Lot No. 78 in the Southern Addition to The Cumberland Improvement and Investment Company, a plat of said Addition being filed in Plat Book No. 1, Page 35, in the Office of the Clerk of the Court for Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the East side of Arch Street at the end of 20 feet on the first line of Lot No. 78 in said Addition, being at the end of the first line of a deed from Lorena M. Robinette, et wir to Royle P. Lapp, et ux, dated March 30, 1950, and recorded in Liber 228, folio 416, one of the Land Records of Allegany County, and running thence with the East side of Arch Street, South 18 degrees 54 minutes West 20 feet to the end of the

first line of Lot No. 78; thence with the second line of Lot No. 78, South 71 degrees 26 minutes East 100 feet to Hattie Alley; thence with said Alley, North 18 degrees 34 minutes East 20 feet to intersect a line extended to the Alley drawn through the center of the partition wall separating the two story double dwelling known as Nos. 312 and 314 Arch Street located on said Lot No. 78, being the second line of the deed aforessid to Royle P. Lapp, et ux; then with said line reversed North 71 degrees 26 minutes West 100 feet to the point of beginning on Arch Street. It being the intention of this deed to convey all that Southern half or part of Lot No. 78 as improved by the half known as No. 314 of the double dwelling located on Lot No. 78.

It being the same property which was conveyed unto the said Cobern B. Manges and Irene B. Manges, his wife, by Kenneth B. Robinette and Lottie M. Robinette, his wife, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is figreed that until default be made in the premises, the said. Cobern E. Manges and Irone B. Manges, his wife,

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HBER 306 PAGE 149

	entime, all taxes, assessments and public liens levied on said property, all which taxes the debt and interest thereon, the said
	covenant to pay when legally demandable.
But terest th then the	in case of default being made in payment of the mortgage debt aforesaid, or of the intereon, in whole or in part, or in any agreement, covenant or condition of this mortgage entire mortgage debt intended to be hereby secured shall at once become division
SAVING	se presents are hereby declared to be made in trust, and the said CUMBERLANI is BANK of Cumberland, Maryland, its successors or and assigns, or
and to g or assign days' not berland, from suc taxes lev	P. Brooke Whiting, its or their duly constituted attorney or agent, are hereby authorized and empowered, at any reafter, to sell the property hereby mortgaged or so much theref as may be necessary rant and convey the same to the purchaser or purchasers thereof, his, her or their heir sis; which sale shall be made in manner following to-wit: By giving at least twenty tice of the time, place, manner and terms of sale in some newspaper published in Cum Maryland, which said sale shall be at public auction for cash, and the proceeds arising the sale to apply first to the payment of all expenses incident to such sale, including all ied, and a commission of eight per cent to the party selling or making said sale; secondly syment of all moneys owing under this mortgage, whether the same shall have been there
	or not; and as to the balance, to pay it over to the said Cohern R. Menges
	ene E. Manges, his wife, their heirs or assigns, and
n case o	f advertisement under the above power but no sale, one-half of the above commission
shall be a	allowed and paid by the mortgagors, their representatives, heirs or assigns.
	nd the said Cobern E. Manges and Irene E. Manges, his wife,
177	further covenant to
want-	reby mortgaged land to the amount of at least
menty- nd to ca inure heir lien nortgagee	Three Hundred———————————————————————————————————
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wenty- nd to ca o inure heir lien hortgagee aterest as ttest: Ethi lingal the year	Three Hundred———————————————————————————————————
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wenty- nd to ca o inure heir lien hortgagee aterest as attent: Ethi Illenas the year Notary I	use the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to the benefit of the mortgagee . its successors or assigna, to the extent of its or or claim hereunder, and to place such policy or policies forthwith in possession of the . or the mortgagee may effect said insurance and collect the premiums thereon with a part of the mortgage debt. Situess, the hand and seabof said mortgagors Cobern E. Manges [SEAL] Thereby certify, That on this 1974 day of July reineteen Hundred and Fifty four before me, the subscriber, Public of the State of Maryland, in and for said County, personally appeared Cobern E. Manges and Irene E. Manges, his wife,
wenty- nd to ca o inure heir lien hortgagee aterest as ttest: Ethe liggs the year Notary I	use the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to the benefit of the mortgagee . its successors or assigna, to the extent of its or or claim hereunder, and to place such policy or policies forthwith in possession of the part of the mortgagee may effect said insurance and collect the premiums thereon with a part of the mortgage debt. Situess, the hand and seabof said mortgagors Cobern E. Manges Grand Cobern E. Manges [SEAL] If Maryland, In Country, formit: Interesty rertify, That on this 29th day of July remineteen Hundred and Fifty four before me, the subscriber, Public of the State of Maryland, in and for said County, personally appeared Cobern E. Manges and Irene E. Manges, his wife,
wenty- und to ca o inure their lien nortgagee aterest as litent: Ethi Illegal the year Notary I	Dollars, use the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to the benefit of the mortgagee , its successors or assigns, to the extent of its or or claim hereunder, and to place such policy or policies forthwith in possession of the continuous endorsed and collect the premiums thereon with a part of the mortgagee may effect said insurance and collect the premiums thereon with a part of the mortgage debt. Situates, the hands and seals of said mortgagors Cobern E. Manges [SEAL] If Maryland. In County, to-mit: hereby reriify, That on this 1974 day of July renieteen Hundred and Fifty—four before me, the subscriber, Public of the State of Maryland, in and for said County, personally appeared Cobern R. Manges and Irene E. Manges, his wife, Maughton Haughton
wenty- und to ca o inure their lien nortgagee aterest as litent: Ethi Illegal the year Notary I	Dollars, use the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to the benefit of the mortgagee, its successors or assigns, to the extent of its or or claim hereunder, and to place such policy or policies forthwith in possession of the country, or the mortgagee may effect said insurance and collect the premiums thereon with a part of the mortgage debt. Situess, the hand and seals of said mortgagors Cobern E. Wanges Grant E. Manges Fullic of the State of Maryland, in and for said County, personally appeared Gobern E. Manges and Irene E. Manges, his wife, Maughton Grant A. Manges and personally appeared Haughton

UBER 306 AMGE 150

Marous A. Naught on _____further made oath in due form of law that he is the ______ and agent, of the CUMBERLAND SAVINGS BANK of Cumberfurther made oath in due form of law that he is land. Maryland and duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.

Eller Ether Helasty Notary Public.

Compared " Wails Becorde Ti Mitgel 509 6 Patterson Sul 12 19 57

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FILED AND ASSOCIATED JULY 29" 1954 at 3:00 P.M.

PURCHASE MONKY

This Mortgage, Made this 29th day of July

in the year Nineteen Hundred and fifty-four

Cobern E. Manges and Irene E. Manges, his wife,

Allegany County, in the State of Maryland part 1es of the first part, and Kenneth B. Robinette and Lottie No. Robinette, his wife,

Allegany Maryland __County, in the State of____

part 108 of the second part, WITNESSETH:

Ulbercas, the said Cobern E. Manges and Irene E. Manges, his wife stand indebted unto the said Kenneth B. Rebinette and Lottie M. Robinette, his wife, in the just and full sum of Fifteen Hundred Dollars (\$1500.00), to be paid with interest at the rate of six per cent (6%) per annum, to be computed monthly on unpaid balances, in payments of at least Fifteen Dollars (\$15.00) per month, plus interest. The first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon is paid in full, to secure which said principal, together with the interest accured thereon.

It is expressly understood and agreed that this mortgage is subject to the prior payment of a certain mortgage of even date harest th, given by Cobern E. Manges and Irene E. Manges, his wife, to Cumberland Savings Bank of Cumberland, Maryland, in the amount of Twenty-Three Hundred Bollars (\$2500.00), which is intended to be recorded immediately prior to the recording of this mortgage.

IBER 306 BIG 151

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Cobern E. Manges and Irene E. Manges his wife.

do give, grant, bargain and sell, convey, release and confirm unto the said

Kenneth B. Robinette and Lottie M. Robinette, his wife, their

helrs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the East side of Arch Street, in the City of Cumberland, Allegany County, Maryland, being the Southern half of Lot No. 78 in the Southern Addition to The Cumberland Improvement and Investment Company, a plat of said Addition being filed in Plat Book No. 1, Page 35, in the Office of the Clerk of the Court for Allegany County, Maryland, and described

BEGINNING for the same at a point on the East side of Arch Street at the end of 20 feet on the first line of Lot No. 78 in said Addition, being at the end of the first line of a deed from Lorena M. Robinette, et vir to Royle P. Lapp, et ux, dated March 30, 1950, and recorded in Liber 228, folio 416, one of the Land Records of Allegany County, and running thence with the East side of Arch Street, South 18 degrees 34 minutes West 20 feet to the end of the

first line of Lot No. 78; thence with the second line of Lot No. 78, South 71 degrees 26 minutes East 100 feet to Hattie Alley; thence with said Alley, North 18 degrees 34 minutes East 20 feet to intersect a line extended to the Alley drawn through the center of the continuous analysis apparating the two story double dwelling known the partition wall separating the two story double dwelling known as Nos. 312 and 314 Arch Street located on said Lot No. 78, being the second line of the deed aforesaid to Royle P. Lapp, et ux; then with said line reversed North 71 degrees 26 minutes West 100 feet to the point of beginning on Arch Street. It being the intention of this deed to convey all that Southern half or part of Lot No. 78 as improved by the half known as No. 314 of the double dwelling located on Lot No. 78.

It being the same property which was conveyed unto the said Cobern E. Manges and Irene E. Manges, his wife, by Kenneth B. Robinette and Lottie M. Robinette, his wife, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining

provided, that if the said Cobern E. Manges and Irene E. Manges, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Kenneth B. Robinette and Lottie M. Robinette, his wife, their executor s, administrators or assigns, the aforesaid sum of Pifteen Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said Cobern E. Manges and Irene E. Manges, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Cobern R. Manges and Irene B. Manges,

his wife, hereby covenant to pay when legally demandable.

LIGER 306 PMGE 152

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said.
Kenneth B. Robinette and Lottie M. Robinette, his wife, their
heirs, executors, administrators and assigns, or F. Brooke Whiting
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said Cobern E. Manges and
Irene E. Manges, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said Cobern E. Manges and Irene E. Manges, his wife,
till the said opport to merikas end franc to merikas, urs alle
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
Fifteen Hundred
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee . their heirs or assigns, to the extent
oftheir lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgages, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.
Mitters, the hands and seals of said mortgagors
Ethel Molarty Ghen (Manges [Seal] Cobern E. Manges [Seal] Irene E. Manges
Diate di margiano,
Allegany County, to-wit:
I hereby certify, That on this 29cl. day of July
in the year nineteen hundred and fifty-four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Cobern E. Manges and Irene E. Manges, his wife,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared. Kenneth B. Robinette and Lottis M. Robinette, his wife,
the within same mortgagees and made oath in due form of law, that the consideration in said
more and bona fide as therein set forth.
PSS my hand and Notarial Seal the day and year aforesaid.
Eth One Part

Compared -- Mailaccount 1. Portale Insul

FILED AND ALCOHOLD JULY 30" 195% at 9:00 A.M.

This Mortgage, Made this 26 4 day of July,

in the year Nineteen Hundred and Fifty Four

LAWRENCE J. CRAZE and EDITH MILDRED CRAZE, nis wife,

of Allegany

County, in the State of Maryland

arries of the first part, and FROSTRUEG MATIONAL PARK, a national banking orporation duly incorporated under the laws of the united States of

of Prostburg, Allegary County, in the State of _ Esryland

part? of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted in the said Frostburg sational bank, its successors and assigns, in the full and just sum of in the sain Frostburg estional bank, its successors and assigns, in the full and just sum of English E. Stable D.00/100 -- and D. Mars / 1,800.00), with interest from date at the rate of four per centur (15) per a mum on the unpaid principa; until paid, said principal and interest being payable at the Frostburg Mational Bank, Frostburg, Paryland, in wonthly installments of 118.66 , payable on the 26 day of each and every month after the date hereof until the principal and interest aforesaid are fully usid, as evidenced by the joint and several promissor note of the arties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said party of the second sert, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying oif this indebtedness, together with interest as aforesaid to the date of said syment, at any time.

AND WHEREAS, this morigage shall also secure future advances as provided by Section 2 of

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part 103 of the first give, grant, bargain and sell, convey, release and confirm unto the said part__ part do of the second part Its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on Loo Street in the Town of Frostburg, Allegeny County, Maryland, and known a No. 10 of Block No. 8 of Frost Heirs' Addition to the Town of Frostburg, Paryland.

Being a part of that property which was conveyed unto the parties of the first part by Kathleen Lapp Todd by deed dated May 16, 1946, and recorded among the Land Records of Allegany County, Baryland, in Liber No. 208, folio 694.

Tagether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browided, that if the said part lea of the first part, theirheirs, executors, administrators or assigns, do and shall pay to the said part y ... of the second part 1ts successors eccessionexxx administrator or assigns, the aforesaid sum of_

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void.

But in case of default being made in payment of the mortgage debt aforcsaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Kenneth B. Robinette and Lottie M. Robinette, his wife, their heirs, executors, administrators and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any his, her or their duly constituted attorney or agent, are nereoy authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Cobern E. Manges and Irene E. Manges, his wife, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said Cobern E. Manges and Irene E. Manges, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance eompany or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent their licn or elaim hereunder, and to place such policy or policies forthwith in possession of the mortgages , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Withten, the hands and seals of said mortgagors Ethel Mc Party Irene E. Manges State of margiano, Allegany County, to-mit: I hereby certify, That on this 29d day of in the year nineteen hundred and fifty-four ___, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Cobern E. Manges and Irene E. Manges, his wife, and they acknowledged the aforegoing mortgage to be... act and deed; and at the same time before me also personally appeared. Kenneth B. Robinette and Lottie M. Robinette, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgages and made oath in due form of law, that the manufage is time and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid. Ethel Mc Carty Public

Compared Mails cecure William Inschurg Md

FILED AND RECORDED JULY 30" 195% at 9:00 A.M.

This Mortgage, Made this 26 The day of July,

in the year Nineteen Hundred and Fifty Four

by and between

LAWRENCE J. CRAZE and EDITH MILDRED CRAZE, his wife,

of Allegany

County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of

of Frostburg, Allegany County, in the State of Maryland

party _____ of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said Frostburg sational bank, its successors and assigns, in the full and just sum of ETGHT EN HUNDROD 00/100 - - and One that (15%) per almum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in monthly installments of \$18.66\$, payable on the 26 day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissor note of the parties of the first part payable to the order of the party of the second part of even date and tenor nerewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and sssigns, as and when the same is due and payable. The parties of the first part shall have as aforesaid to the date of said payment, at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first give, grant, bargain and sell, convey, refease and confirm unto the said part.___ of the second part its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on Loo Street in the Town of Frostburg, Allegsny County, Maryland, and known as Lot No. 10 of Block No. 8 of Frost Heirs! Addition to the Town of Frostburg, Maryland.

a part of that property which was conveyed unto the parties Being of the first part by Kathleen Lapp Todd by deed dated May 16, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 208, folio 694.

Tagether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browthed, that if the said parties of the first part, theirheirs, executors, administrators or assigns, do and shall pay to the said part Y of the second part 1ts successors eccessitances; nebministrator or assigns, the aforesaid sum of_

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part of the	
first part may hold and possess the aforesaid property, upon paying in the mountime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest	
thereon, the said part les of the first part hereby covenant to pay when legally demandable.	
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become	
due and payable, and these presents are hereby declared to be made in trust, and the said part y	
of the second part its successors hater concurred administration assigns, or	
COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attenues or	
agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over	
to the said part 105 of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed	
and paid by the mortgagor their representatives, heirs or assigns,	
And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FIGHTEN HUNDED (1,80.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness: (as b Bath) Callo M. Jallo M	
Edith Mildred Course [Seal]	I
State of Maryland, Edith Mildred Chaze d	۱
Thereby certify, That on this 2 6 May of July. In the year nineteen hundred and Fifty Four , before me, the subscriber Notary Public of the State of Maryland, in and for said County, personally appeared	
LAWRENCE J. CRAZE and EDITH MILDRED CRAZE, his wife,	
nd each acknowledged the aforegoing mortgage to be their respective	
ct and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Pank,	
he within named mortgagee and made oath in due form of law, that the consideration in said	
portgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg	

HRR 306 PAGE 155

further made oath that he is the cashier and agent of the within named sortgages and duly authori ed by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

- Cull - In radd

Notary Public

Filed And mcComed JULY 30" 19 % at 9:00 A.M.

PURCHASE MONEY

This/Mortgage, Made this 26"

day of July

, 19 54,

by and between RAYMOND P. LLEWELLYN and ANNA JEAN LLEWELLYN, his wife,

Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Wilbergas, the Mortgagor, being a member of said Society, has received therefrom a loan of - - - SIXTY-FIVE HUNDRED -- - - - - - DOLLARS (\$6500.00) being the balance of the purchase money for the property hereinafter described

on his Fifty - - - - - - - - - - - - - - (- - 50 -) SHARES of its stock.

And Unbereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

DOLLARS (\$ 63 44), on or before the

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Unbereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and

conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and seil, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, and known and designated as Lot No. 69 of G. W. McCulloh's Addition to the Town of Frostburg and more particularly described as follows, to wit:

BEGINNING for the same at a stake at anding at the end of the first line of Lot 68 of said addition and running South 61 degrees East 55 feet; thence North 29 degrees East 165 feet to Second Alley; thence with said alley, North 61 degrees West 55 feet; thence South 29 degrees West 165 feet to the place of beginning.

IT being the same property which was conveyed by Hartley L. Wigfield, Jr., et ux, to Raymond P. Llewellyn et ux, by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provices, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(§) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any baiance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

Rnd the Morteneor does further covenant and acres

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indeltedness then remaining unpuid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as scenrity for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two eents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, eovenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby niortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and ussigns, which said sale shall be made in the manner following, to wit: By griving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publiely, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be nupplied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all udvances together with interest thereon as herein provided; and the balance

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

he Mortgagor herein, and acknowledged the afore	egoing instrument of writing to be their act and deed; and at the same time and place before
J hereby rertify. That on this_efore me, the subscriber, a Notary Public of the ersonally appeared Raymond P. Llewelly	e State of Maryland, in and for the County aforesaid,
Allegany County, to-wit:	
State of Maryland,	ANNA BAN LLEWELLY (SEAL)
WITNESS as to all:	RAYMOND P. LLEWELLYN (SEAL)
Hiturss, the signature and seals year above written.	- 0 1

LIBER 306 MGE 158

in the aforegoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Wanges my hand and Notarial Seal.

SLIC SLIC

Seawer & Beer Notary Public.

Com Youth red E To Magel City and 12 19 54

FILED AND MCCOLLED JULY 30" 1954 at 10:00 A.M.

This	Mortgage,	Made this 29-M day of_	JURY

in the

year Nineteen Hundred and fifty -four by and between

Russell G. Robeson and Mary E. Robeson, his wife,

of Allegany County, in the State of Maryland, part188of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.



. .

Wilbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twelve Thousand & 00/100 - - - - (\$12,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of his per cent. per annum, in the manner following:

By the payment of Seventy-five & 92/100 - - (\$75.92) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages of give, grant bargain and sell, convey, ing described property, to-wit:

All that piece or parcel of ground situate, lying and being near the westerly side of McMullen Highway, South of the City of Cumberland, in Allegany County, Maryland, a plat of which said







property is recorded in Liber No. 253, folio 382 one of the Land Records of Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same et a point en the division line between Lote Nos. 8 and 9 of the sub-division of the Andrew Hammon Fatate, which said point lies North 49 degrees 23 minutes West 154.9 feet from the westerly side of McMullen Highway, and also North 49 degrees 23 minutes West 154.9 feet from the beginning of the whole tract of land conveyed to C. William Gilchrist, Trustee, by deed of Delia A. Cook, widow, dated September 23, 1953, and duly recorded among the Land Records of Allegany County, Meryland, in Liber No. 253, folio 380, and running then North 44 degrees 39 minutes East 233.95 feet, then North 42 degrees 28 minutes East 86.9 feet, then North 50 degrees 00 minutes West 597.4 feet, then South 44 degrees 30 minutes West 258.5 feet, then South 50 degrees 00 minutes East 60.1 feet, then South 48 degrees 37 minutes West 57.2 feet, and then South 49 degrees 23 minutes East 543.1 feet to the place of beginning.

Including an essement in common with the adjoining owners in and to a 20 foot roadway shown on the plat hereinbefore referred to for all proper purposes of ingress and egress to and from the within granted property.

Being the same property which was conveyed unto the parties of the first part by deed of C. William Gilchriet, Trustee, dated

September 23, 1953, and recorded in Liber No. 253, folio 385 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the Jinnuary sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of anoney at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anythme for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all ilens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways,

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on theirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt inteaded to be hereby secured shall at oace become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in maaner following to-wit: By giving at least tweaty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep iasured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand & 00/100 - - - (\$12,000,00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be accessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgageors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as herein after provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's writt

Hitress, the hand and seal of said mortgagors.

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Attest:	P = 100
A 94	Mussell G. Hobeson [SEA
Droed L. Na.	Mary & Robeson [SEA]
	[SEAI
	[SEA]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 29 TM day of VOLY

in the year nineteen Hundred and Fifty -four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Russell G. Robeson and Mary E. Robeson, his wife,

WITNESS my hand and Notarial Seal the day and year aforesaid.

To POLY he she may f

FILED AND RECORDED JULY 30" 1954 at 9:00A.M.

This Morigage, Made this 2774day of Vocy	in the
year Nineteen Hundred and fifty - four by and between	All
of Aliegany County, in the State of Maryland, part1es of the first prinafter called mortgagors, and First Federal Savings and Loan Association of Cumberlan	

of Aliegany County, in the State of Maryland, part105 of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body-corporate, incorporated under the laws of the United States of America, of Aliegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Unbereas, the said mortgages has this day ioaned to the said mortgagors, the sum of Thirteen Thousand Eight Hundred Fifty & 00/100 - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Minety-five & 28/100 - - - (\$95.28) - - - Dollars

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First Parcel: All that certain lot, piece or parcel of land situated on the southeast side of the Bedford Road, in Election District No. 23, in Allegany County, in the State of Maryland, and described by metes and bounds, and courses and distances, as follows:

Beginning for the same at a stake on the easterly side of the Bedford Road, said stake being at the end of the third line of the property conveyed in a deed from John L. Stewart, et ux, to the said Frank J. Fratto, said deed being dated November 2, A. D. 1948 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, folio 78, and running then with said easterly side of said Bedford Road North 36 degrees East 100 feet to a stake on the southerly line of a roadway of 20 feet even width; then along and with said roadway South 53 degrees 30 minutes Fast 200 feet to a stake; then South 36 degrees West 108.9 feet to a stake on the third line of the aforesaid property; then with a part of said third line North 50 degrees 30 minutes Weet 200.3 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frank J. Fratto, unmarried, dated November 2^{ll} , 1952 and recorded among the Land Records of Allegany County, Maryland in Liber No. 2^{ll} 7, folio 151.

Second Parcel: All that lot, piece and parcel of ground lying and being along the easterly side of Bedford Street Extended, in the subdivision of the property of C. G. Smith and H. A. Hensey, northeastwardly from the City of Cumberland, Allegany County, Maryland, and being particularly described as follows:

Beginning for the same at a point on the easterly side of Bedford Street (as now located) at the end of the lines South 35 degrees 11 minutes West 20.06 feet; South 39 degrees 23 minutes West 72 feet drawn from a planted stone marked "A.A." etanding at the beginning of the lot of ground conveyed to Charles Daehler by William Reuschlein, by a deed dated February 28, 1903, and recorded in Liber No. 91, folio 607, one of the Land Records of Allegany County, Maryland, said point of beginning being also distant 72 feet measured in a southerly direction along the

easterly side of eaid Bedford Street from the division line between the property of said C. G. Smith and H. A. Hensey, and the property of Charles Daehler; and running then with the easterly side of Bedford Street, South 39 degrees 23 minutes West 40 feet; then South 45 degrees 42 minutes East 178.95 feet to the westerly side of an alley 20 feet wide; then with the westerly side thereof, North 39 degrees 51 minutes East 39.97 feet to intersect a line drawn South 45 degrees 42 minutes East from the place of beginning; then reversing said intersecting line, North 45 degrees 42 minutes West 179.28 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Lewis M. Wilson, Assignee, dated the ______ day of ______, 1954, which is intended to be recorded emong the Land Records of Allegany County, Maryland, just prior to the recording of this mortgage.

Third Parcel: All that lot of ground in the subdivision of property of C. G. Smith end H. A. Hensey, located on the easterly side of Bedford Street, Cumberlend, Meryland, end particularly described as follows:

Beginning for the same at a point on the easterly side of Bedford Street (as now located) at the end of the lines South 35 degrees 11 minutes West 20.06 feet, South 39 degrees 23 minutes West 112 feet drawn from the planted etone merked A. A. etending at the beginning of the lot of ground conveyed to Cherlee Dachler by William Reusehlein, by deed dated February 28, 1903, and recorded among the Land Records of Allegeny County in Liber No. 91, felio 607, eaid point of beginning being also distant 112 feet measured in a ceutherly direction along the easterly side of eaid Bedford Street from the division line between the property of seid C. G. Smith end H. A. Hensey end the property of Cherlee Dachler, end running then with the cesterly side of seid Bedford Street, South 39 degrees 23

- V

minutes West 33 feet, then South 45 degrees 42 minutes East 178.67 feet to

the westerly side of an ailey 20 feet wide, then with the westerly side thereof, North 39 degrees 51 minutes East 32.98 feet to intersect a line drawn South 55 degrees 52 minutes Fast from the place of beginning, then reversing said intersecting line, North 55 degrees 52 minutes West 178.95 feet to the place of beginning.

Heing the same property which was conveyed unto the parties of the first part by deed of George Albert Otto Smith and Ruth Elizabeth Smith, his wife, and Otto Conrad Smith and Marie L. Smith, his wife, dated the day of July, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collarance of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, beirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

Bnd it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least Thirteen Thousand Eight Hundred Pifty & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation — other than the mortgagee's written consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgagee's written consent, or should the same be encumbered by the mortgage, which consent, or should the same be encumbered by the mortgage, their heirs and personal representatives and assigns, without the mortgagee's writte

Witness, the hand and seal of said mortgagors .

Attest:

W. Wandless [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this. 29TH day of_

in the year nineteen Hundred and Fifty-four before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared

Stephen H. Wandless and Mary M. Wandless, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

hand and Notarial Seal the day and year aforesaid.

HOUR 306 PAGE 165

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FILED AND RECURDED JULY 30" 1954 at 10:00A.M.

This Mortgage, Made this 277 day of July in the year Nincteen Hundred and fifty four by and between
Welter M. Thomas and Dorothy S. Thomas, his wife,
of Allegany County, in the State of Maryland, parties of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

By the payment of Thirty-one & 05/100 - - - (\$31.05) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said interest shall be pald, which interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Thirty-eight Hundred & 00/100 - - - - (\$3800.00) - - - Dollars,

to repay in installments with interest thereon from

which said sum the mortgagors agree

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated about 450 feet southeast of the Bedford Road and about 3-1/2 miles northeast of the City of Cumperland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a locust stake standing in the line of fence and also on the second line of the whole property of which this is a part as conveyed by Annie L. Frantz et vir., to Oscar C. Judy and Estella P. Judy, hie wife, by deed dated the 26th day of September, 1921, and recorded in Liber No. 138, folio 158, one of the Land Records of Allegany County, said stake also stands North 2 degrees and no minutes East, 38 feet from the northeast corner of the dwelling situated on the property herein described, and running then with the remainder of the said second line (Magnetic Bearings as of 1952 and with Horizontal Measurments) South 37 degrees and no minutes East, 823-4/10 feet to a stake at the base of the corner fence poet, then still with the line of fence and the approximate third line of the said Judy whole property, South 60 degrees and 42 minutes Weet, 80-7/10 feet to an iron etake, then parallel with the first line of this described property reversed, North 37 degrees and no minutes Weet,







East, 80 feet to the beginning, containing 1-5/10 acres, more or iess.

Being the same property which was conveyed unto the parties of the first part by deed of Estella P. Judy, widow, dated the 14th day of June, 1952 and recorded among the Land Records of Allegany County, Maryland in Liber No. 241, folio 406.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Firo Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that **thay**—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owlng under this mortgage, wifither the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-aight Hundred & 00/100 - - (\$3800.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under

the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the inmortgage of the best hereby secured and the failure of the mortgager government of the debt hereby secured and the failure of the mortgager, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged's written consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgagers written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performan

Mitness, the hand and seal of said mortgagors.

Attest:

The Later & Thomas Strate & Thomas Dorothy B. Thomas

(SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29714 day of July

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter M. Thomas and Dorothy S. Thomas, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Filed and Recorded July 30" 1954 at 3:00 P.M.

This Mortgage, Made thla

30 th

day of

July

in the year nineteen hundred and fifty-four

, by and between

Christina A. Sowers, widow,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shaii include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:



Whereas, the said

Christina A. Sowers, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Christina A. Sowers; widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that parcel of ground situated on the Easterly side of Independence Street (formerly called Knobley Street), in the City of Cumberland, Allegany County, Maryland, now known as No. 427 Independence Street and described as follows, to-wit:

BEGINNING on the Easterly side of Independence Street at the end of 83 feet on the first line of the whole lot and running thence parallel with said Independence Street 17 feet to the second line of said whole lot, then North $69\frac{1}{4}$ degrees East 100 feet, thence to the end of 17 feet on the third line of said whole lot, thence South $69\frac{1}{4}$ degrees West 100 feet to the place of beginning.

It being the same property which was conveyed unto John E. Sowers and Geneva Sowers, his wife, as tenants by the entireties, by Addison G. McElfish and wife, by deed dated November 11, 1919, and recorded in Liber 130, folio 451, one of the Land Records of Allegany County, Maryland. The said John E. Sowers departed this life, thus vesting the complete title in and to said property unto Geneva Sowers, his widow, as the survivor, and the said Geneva Sowers departed this life in the month of August, 1947, and by her Last Will and Testament which was probated on August 26, 1947, and recorded in Wills Liber V, folio 541, in the Office of the Register of Wills for Allegany County, she devised the above described property unto her daughter-in-law, Christina A. Sowers, widow of Percy Sowers.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of mny repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby Intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or , its, his or their duly constituted attorney or George R. Hughes agent, are hereby authorized and empowered at any time thereafter, to seil the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of saie or upon the ratification thereof by the court, and the proceeds arising from such saie to apply first: To the payment of ail expenses Incident to such saie, incideng taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said saie, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of sald mortgagor.

UBER 306 PAGE 170

ATTEST:

Christina A. Sowers (SEAL)

James M. Sorley

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30 that of July

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

her

State of Maryland in and for the county aforesald, personally appeared

Christina A. Sowers, widow,

acknowledged, the foregoing mortgage to be and she

act and

deed; and at the same time, before me, also personally appeared

Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Compared an Mailed Beered To migel some it City 12 10 54

LOVA

FILED AND RECORDED ADOUST 2" 1954 at 3:00 P.M.

This Mortgage, made this

2nd day of AUGUST

, in the

year Nineteen Hundred and fifty-four

, by and between

David F. Davis and Jennie M. Davis, his wife,-----

hereinafter called Mortgagos , which heirs, personal representatives, successors and assigns where expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part ies of the first part and

W. Wallace McKaig, -- ----

. .

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Six Thousand (\$6,000.00) Bollars, which said indebtedness, together with the interest thereon at the rate of Pive per centum (5%) per annum is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make monthly payments of not less than Fifty-Pive and 50/100 (\$55.50) Bollars, on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually as aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE FURCHASE MONEY FOR THE PROPERTY MEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgager s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of ground situated in Election District No. 29, and lying and being on the Southeasterly side of Braddock Street in LaVale, Allegany County, Maryland, it being the whole of Lot No. 10 and a part of Lot No. 11 as laid out on the Plat of James H. Burkhart's part of the National Highway Addition to LaVale, and which said lot and part of a lot are particularly described as a whole as follows: (Magnetic meridian as of date of original re-auddivision run with vernier readings and horizontal distances used throughout.)

ECGINNING for the same at a stake, planted on the Southeasterly limits of Braddock Street and at the end of 48.5 feet on the first line of the whole parcel as conveyed by William E. Mitchell and wife to Thomas E. Smith and wife, by deed dated February 11, 1942, and recorded in Liber No. 192, folio 601, one of the Land Records of Allegany County; said point of beginning being also at the intersection of two reference lines, viz; at the end of 16.02 feet on a line drawn North 58 degrees 45 minutes West from the West corner of the stucco dwelling house erected upon Lot No. 11, and at the end of 22.38 feet on a line drawn North 0 degrees 12 minutes West from the North corner of the concrete block dwelling house erected upon Lot No. 10, and running thence, with part of the first line of the whole parcel, reversed, South 42 degrees 41 minutes West 48.50 feet to a stake, planted at the beginning of the whole parcel; thence reversing the fifth and part of the fourth lines thereof, South 47 degrees 23 minutes East 150.00 feet to a stake; North 42 degrees 41 minutes East 48.50 feet to a stake; thence lengthwise through Lot No. 11, North 47 degrees 23 minutes West 150.00 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Thomas E. Smith and wife by deed dated the 2 day of day of 1954, and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that If the said Mortgagor s shall pay to the said Mortgagee the aforesaid

Six Thousand (\$6,000.00) -----

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor's may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor's hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

WITNESS the hand and acal a of said Mortgagors

Trosac P Hugher

David F. David (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby certify that on this 2nd day of August 19 54 , before me, the subscriber, a Notary Public of the State of Maryland. in and for said County, personally appeared, David F. Davis and Jennie M. Davis, his wife, the within named Mortgagor , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig ----the within named Mortgagee , and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WET NESS my hand and Motarial Seal the day and year last above written. George & Hugher I the Disconfe To Made Bow 54 Le Vale Ted Eur 12 9 54 FILED AND RECORDED AUGUST 2" 1954 at 3:10 P.M. This Mortgage, made this 2nd day of august year Nineteen Hundred and fifty-four , by and between David F. Davis and Jennie M. Davis, his wife, ---hereinafter cailed Mortgagor s , which expression shail include heirs, personal representatives, successors and assigns where their the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and Thomas E. Smith and Mary M. Smith, his wife, ---hereinafter cailed Mortgagee s , which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, witnesseth: WHEREAS, The said Mortgagora are justly and bona fide indebteded unto the said Mortgageea in the full sum of Twenty-Six Hundred (\$2600.00) Dollars, together with the interest thereon at the rate of Five per centum (5%) per annum, payable quarterly as it accrues. It is hereby covenanted and agreed by and between the parties hereto that the said Mortgagora shall pay the interest only on this obligation for a period of twelve (12) years. From and after said twelve-year period, the said Mortgagors covenant and agree to make payments of not leas than Sixty (\$60.00) Dollars each month on account of theprincipal and interest as herein stated, the interest to be computed quarter-annually as aforesaid and deducted from said payments, and the balance thereof, after deducting the interest shall be credited to the principal indebtedness. It being understood, however, that the said Mortgagora shall have the right to pay this obligation sooner or shall have the right to accelerate the payments on the principal indebtedness if they care to do so.

HIDER 306 PAGE 173

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY SERVIN DESCRIPED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, In consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and seli, give, the following property, to-wit:

the All that piece or parcel of ground situated in Election District No. 29, and lying and being on the Southeasterly side of Braddock Street in LaVale, Allegany County, Maryland, it being the whole of Lot No. 10 and a part of Lot No. 11 as laid and on the Plat of James H. Purkhart's part of the National Highway Addition to LaVale, and which said lot and part of a lot are particularly described as a whole as follows: (Magnetic meridian as of date of original re-subdivision run with vernier readings and horizontal distances used throughout.)

BEGENING for the same at a stake, planted on the Southeasterly limits of Braddock Street and at the end of 40.5 feet on the first line of the whole parcel as conveyed by William E. Mitchell and wife to Thomas E. Smith and wife, by deed dated February 11. 1942, and recorded in Liber No. 192, folio 501, one of the Land Records of Allegany County; said point of beginning being also at the intersection of two reference lines, viz; at the end of 16.02 feet on a line drawn North 58 degrees 45 attnutes West from the West corner of the stucco dwelling house erected upon Lot No. 11, and at the end of 22.38 feet on a line drawn North 0 degrees 12 minutes West from the North corner of the concrete block dwelling house erected upon Lot No. 10, and running thence, with part of the first line of the whole parcel, reversed, South 12 degrees 41 minutes West 48.50 feet to a stake, planted at the beginning of the whole parcel; thence reversing the fifth and part of the fourth lines thereof, South 17 degrees 23 minutes East 150.00 feet to a stake; North 42 degrees 41 minutes East 18.50 feet to a stake; thence lengthwise through Lot No. 11, North 47 degrees 23 minutes West 150.00 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Thomas E. Smith and wife, by deed dated the Z. day of 1954, and to be duly recorded among the Land Records of Allegany County Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 928 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee e the aforesaid

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be vold.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor e may occupy the aforesaid property, upon paying, in the meantime, sil taxes, assessments, public dues and charges ievied or to be levied thereon; ail of which as also said mortgage debt and the interest thereon, the said Mortgagor e hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his

or George R. Hughes, his

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after
giving at least twenty days' notice of the time, place, manner and terms of saie, in some newspaper
published in Cumberland, Allegany County, Maryland

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in
convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shail be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monles due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-haif of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor ⁵ further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least

doliars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgages a to the extent of their lien or claim hereunder, and to piace such policy or policies forthwith in possession of the Mortgages a ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal 8 of said Mortgagor 8

Long Pitry Les

Paril F. Davis (SEAL)

David F. Davis (SEAL)

Jennie H. Davis

_(SEAL)

I hereby certify that on this Zuld day of Cleagust, in the year

in and for said County, personally appeared, Davis F. Davis and Jennie M. Davis, his wife,

_of the State of Maryland.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

19_54, before me, the subscriber, a Notary Public

Com To M

the within named Mortgagor s , and acknowledged the foregoing mortgage to be their
act and deed. And at the same time, before me, also personally appeared Thomas E. Smith and Mary
M. Smith, his wife,
the within named Mortgagee s , and made oath in
due form of have that the consideration in said mortgage is true and bona fide as therein set forth.
WITNESS my hand and Notherlas Seal the day and year last above written.
The state of the s
Hengel Heegner Public
Wotary Public
and Mailed Debeut
Tare Irosethurg Tha
aug 12 6 54
FILED AND RECURED AUGUST 3" 1954 at 9:20A.M.
FURCHASE MONEY
This Morigage, Made this 29th. day of July in the year
Nineteen Hundred and Fifty-four by and between Meril A. Phillips and John P. Kepper,
Jr., partners trading as P. & K. Service Station and Meril A. Phillips and Margaret
E. Phillips, his wife, and John P. Kopper, Jr., and Mildred H. Kopper, his wife, all
of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called
mortgagor, which expression shall include the plural as well as the singular, and the feminine as
well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF
FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the
Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH: WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings
Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of
STORE STRIBLING STOR RESERVED AND NO./100 Dollars
MUSIC TRIVORER SAVE ELEMENTS AND STOP A
(\$ 8,500.00) with interest at the rate of six per centum (6 %) per annum, for which
amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of
The second secon
Ninety-five
(\$95.00) commencing on the 29th. day of August , 1964
and on the 29th* day of each month thereafter until the principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due

and payable on the 29th. day of July, 1964 105 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - - - - -

dock hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL

ALL that lot, piece or percel of ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known and designated as Lot No. Nins (9) on the plat of Eckhart Flat Addition No. 3 to Frostburg, Maryland, which plat is recorded in Liber No. 107, folie 746 among the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed to George H. Plummer et al, by deed from Mary L. Layman, widow, et al, dated April 21, 1920 and recorded in Liber No. 135, folio 80 among said Land Records.

BEING ALSO the same property which was conveyed to the said Meril A. Phillips and John P. Kopper, Jr., partners trading as P. & K. Service Station, by deed from the said George H. Plummer and others of even dats herewith, which is intended to be recorded emong said Land Records of Allegany County, Maryland, simultaneously with this mortgags, which is executed to secure a part of the purchase price of the above leacribed property.

SECOND PARCEL

ALL that piece or parcel of ground lying and being in McCullough's Addition to the Town of Frostburg, Maryland, and being a part of Lot No. Sixty-mins (No. 69) in said Addition, said part being more particularly described as follows, to-wit:

BRGINNING for the same at a fance pest standing on the Northeast serner of the alley in the rear of Green Street and on the South side of McCullough Street, and

running from said fence post with McOullough Street, South 61 degrees hast 42.4 feet, then crossing the whole let, South 29 degrees West 165 feet to an alleyway, and with said alleyway, North 61 degrees West 42.4 feet to the first mentioned alleyway, and with

said alleyway, North 61 degrees west 42.4 feet to the first mentismed alleyway, and with said alleyway, North 29 degrees East 165 feet to the place of beginning.

BKING the same property which was conveyed to the said John P. Kepper, Jr., and Mildred H. Kepper, his wifs, by deed from John Kepper et ux, dated June 29, 1959 and recorded in Liber No. 184, folis 155 among the Land Records of Allegany County, Md.

THURD PARCEL

ALL that piece or parcel of ground situate, lying and being on Spring
Street in the Teum of Frostburg, Maryland, and known as a part of Lot Number Nine (9)
and being a part of a tract of land called "The Hotsl".

BEING the same property which was conveyed to the said Maril A. Phillips
and Margaret W. Phillips, his wife, by deed from Georgs W. Schurg, widower, dated
March 20, 1952 and recorded in Liber No. 259, folio 155 among said Land Records of
Allegany County, Maryland, to which deed special reference is hersby made for a further
description of said real estate.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shail perform all the covenants herein on his part to be performed, then this mortgage shail be

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

EIGHT THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - (\$ 8,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgager hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said

. .

UBER 306 PAGE 177

Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: As to all six signatures
OBLE. DIFF., JR.

Partners trading as P. & K. Service AShation

MERIL A. PHILLIPS

(SEAL)

MERIL A. PHILLIPS

(SEAL)

MARGARET E. PHILLIPS

(SEAL)

JOHN P. ROPE, JR.

(SEAL)

MILDRED H. KOPPER (SPAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Meril A. Phillips and John P. Kepper, Jr., partners trading as P. & K. Service Station, and Meril A. Phillips and Margaret E. Phillips, his wife, and John P. Kopper, Jr., and Mildred H. Kepper, his wife,

act; and at the same time, before me also personally appeared their respective act; and at the same time, before me also personally appeared their respective. Fibelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said their freelight due further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Ralph M. Race

Notary Public

FILED AND RECORDED AUGUST 3" 1954 at 12:25 P.M.

This Mortgage, Made this 2 NO day of AUGUST	_in the
year Nineteen Hundred and fifty -four by and between	
Wilford I. Minnick and Iva P. Minnick, his wife,	
of Allegany County, in the State of Maryland, partics of the first part inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, corporate, incorporated under the laws of the United States of America, of Allegany County, land, party of the second part, hereinafter called mortgagee.	a hodu

WITNESSETH:

. . . .

Seven Thousand & 00/100 - - - - - (\$7000.00) -- - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:

By the payment of Fifty-seven & 19/100 - - (\$57.19) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcal of ground lying and being on the eastarly side of LaVale Boulevard known and designated as Lot No. 72 in LaVale Boulavard Section, LaVale, Allegany County, Maryland, which said addition is racorded in Liber No. 137, folio 499 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the easterly side of LaVale Boulevard at the end of the first line of Lot No. 71 in said addition, and running then with the easterly side of aforesaid LaVale Boulevard North 48 degrees 20 minutes West 50 feet, than at right angles to said LaVale Boulevard North 41 degrees 40 minutes East 150 feet to the westerly side of Garsge Lane "D", then with the westerly side thereof South 48 degrees 20 minutes East 50 feet to the end of the second line of aforesaid Lot No. 71, and then reversing said second line South 41 degrees 40 minutes West 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Joseph F. Reissig and Emily M. Reissig, his wife, of even date, which is intended to be recorded among the Land HPMR 306 PAGE 179

Records of Allegany County, Maryland, simultaneously with the recording

of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness,

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that __they will execute such further assurances as may be requisite.

 $\label{thm:condition} \textbf{Coacther} \ \ \text{with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.}$

To bave and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and Interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, helrs or assigns.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-denoing the payment of all liens for public improvements within ninety days after the same shall

become due and payable and to pay and discharge within ninety days at er due date all governmental levies that may be made on the mortraged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortrageous to keep the buildings on said property in good condition of repair, the mortragee may defined the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortrageous to comply with said demand of the mortragee for a period of thirty days shall constitute a breach of this nortrageous and at the option of the mortragee, immediately nature the entire principal and interest hearby secured, and the mortrageous, without notice, institute proceedings to foreclose this mortrageo, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortrage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortrageous by voluntary or involuntary grant or assignment, or in any other manner, without the mortrageous written consent, or should the same be encumbered by the mortragors, their heirs and perconal representatives and assigns, without the mortrageo's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said principal sum shall immediately become due and owing as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and sent of said mortgagors .

Attest:

State of Maryland,

Allegany County, to-mit:

I hereby certify, That on this 2 40 day of AUGUST

in the year nineteen Hundred and Fifty-four _, before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared

Wilford I. Minnick and Iva P. Minnick, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of iaw, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

DWENESS my hand and Notariai Seai the day and year aforesaid.

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The first of

FILED AND RECORDED AUGUST 3" 1954 at 12:30 P.M.

This Mortgage, Made this 3/57 day of July in the	
year Nineteen Hundred and fifty -fourby and between	S Think
Liberty Milk Company, Inc., a corporation	12.
duly incorporated under the laws of the State of Maryland,	NEW MARKET
of Allegany County, in the State of Maryland, part I of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:	
Tubercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty Thousand & 00/100 (\$20,000.00) Dollars,	5005
which said sum the mortgagors agree a to repay in Installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:	
By the payment of Two Hundred & 00/100 (\$200.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.	5 5
How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thoreon, the said mortgagors does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:	

All those lots or parcele of ground known se lots Noe.
65, 66 and 67 of the southside addition to Cumberland, a plat and courses and distances of which said addition are recorded in Liber No. 70, folio 472, etc., one of the Land Records of Allegany County aforesaid, the metes and bounds now varying from the recordation aforesaid by reason of change of street lines and not being described as follows:

Beginning for the same at the end of the third line of Lot No. 64, then reversing said third line of Lot No. 64 South 71 degrees 26 minutes Fast 135.49 feet to the westerly side of Seymour Street as now located (1925), then along said westerly side of Seymour Street South 13 degrees and 46 minutes West 146.05 feet to the northerly side of Fifth Street; then along the said side of Fifth Street North 54 degrees and 56 minutes West 154.1 feet to the intersection of the northerly side of Fifth Street with the easterly side of Race Street; then along said side of Race Street North 18 degrees 34 minutes East 100.3 feet to the place of beginning.

Heing part of the same property which was conveyed unto the narty of the first part by deed of John G. Miller, Assignee, dated the 23rd day of March, 1935 and recorded among the Land Records of Allegany County, Maryland in Liber No. 172, folio 293.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided methods of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the impaid balance of this indebtedness.

The Mortgagors covenant8 to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that <code>lt__</code> will execute such further assurances as may be requisite.

Coactber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager , 1ts_Buccessors Wennex administrates or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on 1ts part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being number in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Thousand & 00/100 - - - (\$20,000,00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the nortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do shereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

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The consideration of the premises the mortgagors, for themselves and their heirs, and personal rems centatives, do 68 hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all low fully improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall convent and loves that may be made on the mortgage (2) to penalt, commit or suffer no water near the keap the hiddenss secured by this mortgage; (2) to penalt, commit or suffer no water near to keep the hiddenss secured by this mortgage; (2) to penalt, commit or suffer no water near to keep the hiddens of said property in good condition of repair, the nortgages may it is allowed the repayerent of the debt hereby secured and the fighter of the nortgages may it is allowed the repayerent of the debt hereby secured and the fighter of the nortgages of the nortgages and a the polion of the nortgages into cliately nature the earlier principal and istensit her a secured, and the contrages may, without notice, institute proceedings to forcebe e this nortgages and apply for the appointment of a receiver, as hereingfler peavided; (3) and the holder of the nortgages of an an action to forcebe eit, shall be entitled (without neared to the cheanness of the nortgage of the nortga

THE LIBERTY MILK COMPANY, INC.

Secretary Hy James H. Laher, President [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this___ _day of_ in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared , before me, the subscriber,

James H. Laher, President of the Liberty Milk Company

its corporate and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in soid mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my Land and Notarial Scal the day and year aforesaid.

Commence to on Edges morely I.

4,000 Notary Publice

Falsa A. J. ... Coccas AUGUS. 3" 1954 at 12:30. P. a.

This Anrigage, Made this 200 day of AUGUST in the year Nameteen Hundred and fifty -four by and between

Edward L. Gates and Helen G. Gates, his wife,

of Allegany County, in the State of Maryland, part 198 of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Hundred 3 00/100 - - - - - (\$900,00) -- -- - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent, per annum, in the manner following:

By the payment of Seventeen & 20/100- - - (\$17.20) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated on the north side of Green Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a chiseled point "X" standing on the north side of Green Street, from which the point of centre line of the partition wall (between house Nos. 503 and 505 of the double dwelling that stands on parcel of ground conveyed by John Schilling, et al., to Edward Gates by a deed dated the let day of March, 1882, and recorded in Lioer No. 57, folio 563, one of the Land Records of Allegany County, Maryland,) stands at right angles to the lot line, which is also parallel to the curb line, assuming the curb line to be a bearing of North 70 degrees and 40 minutes West, and running then with vernier readings reduced to magnetic bearings and horizontal measurements, and at right angles to the curb line, North 19 degrees and 20 minutes East 18.5 feet to the centre point of partition wall on the south side of said dwelling; then with centre of partition wall, North 19 degrees and 55 minutes Fast 28.3 feet; then at right angles to the left, North 70 degrees and 25 minutes West 3 inches; then with the centre of a double partition wall, North 19 degrees and 55 minutes East 18.2 feet to the north edge of said double dwelling; then leaving the dwelling and running North 2 degrees and 7 minutes Fast 16.8 feet to a stake; then South 70 dagrees and 40 minutes East 28 feet to a stake; then South 70 dagrees and 40 minutes East 28 feet to a stake standing on the west division line of parcel of ground conveyed by Catherine Weise to Raiph S. Thomas by a deed dated the 10th day of May, 1933, and recorded in Liber No. 169, folio 341, one of the Land Records of said Allegany County; then with said division line, North 12 degrees and 5 minutes East about 69.6 feet to a point on the division line of an adjoining property; than with said division line, South 11 degrees and 42 minutes West 148 feet to the dividing stone wall on the north side of Green Street; then with the north side of Green Street, South 70 degrees and 40 minutes East 23.6 feet more or less to the point of beginning.

ENTING the same property which was conveyed unto Edward

L. Gates by deed of Edward Gates, widower, dated the 14th day of July, 1944 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 200, folio 610.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option edvance sures of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or leval for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneticiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that—they—will execute such further assurances as may be requisite.

Concerned with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to held the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein of their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the prosents are hereby declared to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making sald sale; secondly, to the payment of all mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and In ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred & 00/100 - - - (\$900.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set-forth.

I consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby coverant with the mortgagoe as follows: (1) to deliver to the mertgagoe on or before March 15th of each year tax recipts evidencing the payment of all law-designs the preceding calcular year; to deliver to the mortgagoe recipts evidence due and navidale and to pay and discharge within ninety days after the same shall become due and navidale and to pay and discharge within ninety days after the same shall become due and navidale and to pay and discharge within ninety days after the same shall be to be used to be made on the mortgagoe; (2) to permit commit or suffer no whist impairment or deterioration of said property, or any part thereof, and upon the failure of the northwork because the buildings on an increase in the amount of scenary, or the with said decreand of the northwork of said buildings or an increase in the amount of scenary, or the with said decreand of the northwork ground of the mortwage for a period of thirty days shall constitute a breach of this secured, and the contion of the northwage, immediately nature the entire principal and interest secured as all and the contion of the northwage, immediately nature the entire principal and interest secured as all and the contion of the northwage, immediately nature the entire principal and interest secured as a secured, and the mortwage may, without notice, institute proceedings to for close this of this mortwage in any action to forcelose it, shall be entitled (without regard to the adequages of this mortwage in any action to forcelose it, shall be entitled (without regard to the adequages of this mortwage in any action to forcelose it, shall be entitled (without regard to the adequages of piles of and account therefor as the Court may direct; (1) that should the title to the herein mortice of any other manner, without the second representatives and assigns, without the nortwagee's written consent, then the whole of said mortwage deb

Mitness, the hand and seal of said mortgagors.

Attest:

Edward L. Gotos
Edward L. Gotos
Holon H. Hates [SEAL]
Holon G. Gotos

Н

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 2 40 day of AUGUST

in the year nineteen Hundred and Fifty - four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Edward L. Gates and Helen G. Gates, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

S my hand and Notarial Seal the day and year aforesaid.

Denes L. Hamourie.

306 PAGE 157

Comr 3 YOUR ! ered To Les A Legge

Films and accombed Abador 3" 1954 at 12:30 P.M.

This Mortgage, Made this 300 day of August

Notes Number of Street Street

Dewey G. Wilfong and Retts Wilfong, his wife,

of Allegany County, in the State of Maryland, part100 of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.



WITNESSETH .

Wabereas, the said mortgagee has this day loaned to the said mortgagors, the sum of One Thousand Two Hundred Fifty & 00/100 - - (\$1250.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty & 00/100 - - - (\$20.00) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or percels of land lying on or near the Valley Road, near the City of Cumberland, Allegany County, Maryland, and known as Lots Nos. 129 and 130, Section A, as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, a plat of which is recorded in Map Case Box No. 98, which said lots are more particularly described as a whole as follows,

Beginning for the same at a point on the westerly side of Forest Avenue in said addition at the end of the fourth line of Lot No. 131 of said addition, said point being North 39 degrees 26 minutes East 160 feet from the intersection of the westerly side of Forest Avenue and the northerly side of Fern Street, and running then with the westerly side of Forest Avenue South 39 degrees 26 minutes West 80 feet, then North 50 degrees 3h minutes West 150 feet to the easterly side of an alley, then with the easterly side of said alley North 39 degrees 26 minutes East 80 feet to the fourth line of said Lot No. 131, and then with the fourth line of said Lot No. 131 South 50 degrees 3h minutes East 150 feet to the place of beginning.

LIGHR 306 PAGE 188

Being the same property which was conveyed unto pavey G.

Wilfong and Retta Wilfong, his wife, by deed of Robert G. Nazelrod and Blanche K. Nazelrod, his wife, by deed dated the 4th day of March, 1948 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 219, folio 307.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness,

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the apparent of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is impressed as berein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their, hers, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred Fifty & 00/100 - (\$1250.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect sald insurance and collect the premiums thereon with Interest as part of the mortgage debt.

Hnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default.

to the charge of and property and collect all rents and issues there rom pending such process as a gy be necessary to protect the mortgage under the terms and conditions herein set forth

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do all representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the fally imposed taxes for the preceding calendar year; to deliver to the mortgage recipits evidencing the payment of all liens for public improvements within ninety days after the same shall need the independent personal property, on this nortgage creipts evidence way from the includence secunded by this nortgage; (2) to permit, commit or suffer no other way from the includence secunded by this nortgage; (2) to permit, commit or suffer no other way from the includings on said property, on this nortgage or note or in any waste, impairment or deterioration of said property in good condition of repair, the mortgage may waste, impairment or deterioration of said property in good condition of repair, the mortgage may in said suidance of the continue of the failure of the demand of the includings on said property in good condition of repair, the mortgage may in said suidance of the restriction of said property in good condition of repair, the mortgage may in said suidance of the nortgages in the anomal of country or the demand of the mortgage for a period of thirty days shall constitute a breach of this hards count and at the ortain of the mortgage, includingly said the failure of the restriction of this nortgage and apply for the appointment of a receiver, as hereinnester movided; (3) and the hedder are securify for the lebit) to the appointment of a receiver, as hereinnester movided; (5) and the hedder are securify for the lebit) to the appointment of a receiver to collect the rents and prefix of said areas and apply for the appointment of a receiver as hereinness and account therefor as the Court may direct; (1) that should the title to the berein mortance and account therefor as the Court may direct; (1) that should the title to the berein mortance and representatives and assigns, without the mortgages written c

Mitness, the hand and seal of said mortgagors.

Attest:

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 300 _day of AUGUST in the year nineteen Hundred and Fifty-four

, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Dewey G. Wilfong and Retta Wilfong, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

VESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

To blo A Legge atty aty

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FILED AND RECORDED AUGUST 3" 1954 at 12:30 P.M.

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This Anrigage, Made this 2 No day of AUGUST_ in the vear Nineteen Hundred and fifty four by and between	
John B. Waugh and Gail A. Waugh, his wife,	74 75 574 74
of Allegany County, in the State of Maryland, parties of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.	245
WITNESSETH:	1
Thereas, the said mortgagee has this day loaned to the said mortgagors, the sum of	tiation IA
Nine Thousand and 00/100 (\$9,000,00) Dollars,	11521
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate ofper cent. per annum, in the manner following:	4

By the payment of Seventy-three and 54/100 - - - - (\$73.54) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of sald principal sum and interest shall be pald, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, and known as Lot No. 43 of Long's National Highway Second Addition to LaVale, a plat of which addition is recorded in Plat Case Box No. I among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows to wit:-

Lot No. 43. Beginning for the same at a point on the Easterly side of Third Street, it being at the end of the second line of Lot No. 20, and distant 100 feet South from the intersection of the Southerly side of Woodlawn Avenue with the Easterly side of Third Street, and running thence with said Third Street, South 48 degrees 41 minutes West 50 feet; thence South 41 degrees 19 minutes East 100 feet; thence North 48 degrees 41 minutes East 50 feet; thence North 41 degrees 19 minutes West 100 feet to the place of beginning.

IT being part of the same property which was conveyed by Frank A. Deffinbaugh et ux to John B. Waugh et ux by deed dated March 18, 1944, and recorded in Deeds Liber 199, folio 26 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness,

. .

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Conorther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shail become due and payable and to pay and discharge within ninety days after the same shail become due and payable and to pay and discharge within ninety days after due date all governments within the payment of the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgager to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said graged property be acquired by any person, persons, partnership or corporation , other than the mortgagoe's writen consent, or involuntary grant or assignment, or in any other manner, without the mortgagoe's writen consent, or should the same be encumbered by the mortgagors, their heirs and personal representat

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littiess, the hand and seal of said mortgagors

Attest: State of Maryland. Allegany County, to-wit: I hereby certify. That on this 2 40 day of August in the year ninetcen Hundred and Fifty four ___, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John B. Waugh and Gail A. Waugh, his wife, the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidnvit as agent for the said mortgagee. WHINES my hand and Notarial Seal the day and year aforesaid. Bow I. Ho Notary Public. February L To Mitget City FILED AND SCORDED AUGUST 3" 1954 at 2:45 P.M. This Mortgage, Made thia... in the year Nineteen Hundred and Fifty.... Four, Virgie M. Haines, divorced, Allegany ___County, in the State of__ of the first part, and. The Liberty Trust Company, Trustee under the Bill of Myrtle L. Clingerman, deceased.

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Allocany

County, in the State of Haryland

party of the second part, WITNESSETH:

Unbercas, the party of the first part is now independ to the said party of the second curt in the full and just sum of Four Thousand Sive H indred (5,,500,00) Collars for child sine and given her promiser; note of even date derewith, no sole on we be see one courtainer date id to Interest at the rate of 6° per annu. In we stall the lasts on the procedual and interest of not test them Sixty ("to.on)

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

party of the first part

give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its

heirs and assigns, the following property, to-wit:

Part Addition" and known and designated as Lots hos. 59 and 60 on Ford Avenue in main Addition as shown on a plat of said Addition in Plat Case Now No. 9h, among the Land describe of Allerang County, 'arryland, which said Lots are described in one parcel as follows:

Deginate for the same at the intersection formed by the East side Definite for the same at the intersection formed by the East side. The formed and the East side of James Street in said Addition, and running themse with the Forth able of James Street, South 52 degrees East 9h.2 feet to the said interest in the forth able of James Street, South 52 degrees East 9h.2 feet to the said interest. Forth 38 degrees East 50 feet; thence parallel to James Street, South 52 degrees lest 110.3 feet to the East side of Ford Avenue; and with said side of said Avenue, Jouth 19 degrees his minutes feet 52.6 feet to the place of beginning.

Being the same property conveyed by The County Commissioners of Alley, anyland, to the said Virgie M. Haines by deed dated February 18, 1919, and in Liber No. 22h, folio 20h, one of the Land Records of Allegany County, Reference to said plat and deed is hereby made for a further description. may County, arriand, gyland.

Second. All those lots, pieces or parcels of land situated on Loris ton Avenue, Environment, Haryland, and known and distinguished as Lots Nos. 35, is recorded around the Land Seconds of Allegary County, Haryland, in Plat Case Box 98, and which said lots front approximately thirty-tree and five sixths feet each on Lexington Avenue, and each extends back an even width a distance of approximately one mandred and Executy feet an alley, and which said lots are nore particularly described by courses and distances in the description of the lots in Walsh's Addition to South Cumberland recorded among the aforesaid Land Records in Liber No. 89, folio 663, etc.

Being the same property conveyed by William C. Walsh, Trustee, to George H. Benson and Virgle M. Benson, his wife, by deed dated June 11, 1917, and recorded in Liber No. 215, folio 626, one of said Land Records; and being the same property conveyed by William V. Wilson, Trustee, to George H. Benson by deed dated October 26, 1918, and recorded in Liber No. 222, folio 710, one of said Land Records; the said George H. Benson having been absolutely divorced from the said Virgle M. Benson by Becree of the Circuit Court for Allegany County, Maryland, entered on November 21, 1948, in No. 2099 Equity, and is now intermarried with Ruth Benson; and being also the same property conveyed by George H. Benson and Ruth Benson, his wife, to the maid Virgle M. Haines by deed of even date herewith and to be recorded among the Land Record of Allegany County, Maryland, this mortgage being given to secure the pruchase price, Sh,000.00, and an additional \$500.00. Reference to said plat, courses and distances, and deeds is hereby made for a further description.

Logether with the buildings and improvements thereon, and the rights reads ways.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said

party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its

successors or assigns, the aforesaid sum of

Pour Thousand Mive	Hundrod (%4,500.00) Dollars
together with the interest thereon, as and when	the same shall become due and payable, and in
the meantime do and shall perform all the cove	nants herein on her part to be
performed, then this mortgage shall be void.	
And it is Agreed that until default b	e made in the premises, the said
party of the	e Tirst part
may hold an	d possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public	liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said	
narty of th	ne first part
hereby covenant to pay when legally demandable	
But in case of default being made in payment terest thereon, in whole or in part, or in any agree then the entire mortgage debt intended to be here	
and these presents are hereby declared to be made	de in trust, and the said
party of the seco	and part, its
successors	William II Wilson
time thereafter, to sell the property hereby mort, and to grant and convey the same to the purchas or assigns; which sale shall be made in manner days' notice of the time, place, manner and terms berland, Maryland, which said sale shall be at put from such sale to apply first to the payment of a taxes levied, and a commission of eight per cent to the payment of all moneys owing under this results.	ser or purchasers thereof, his, her or their heirs following to-wit: By giving at least twenty of sale in some newspaper published in Cumbilic auction for cash, and the proceeds arising all expenses incident to such sale, including all to the party selling or making said sale; secondly,
matured or not; and as to the balance, to pay it of	over to the said.
party of the first ;	part, her heirs or assigns, and
in case of advertisement under the above power shall be allowed and paid by the mortgagor.	
End the said party of the	e first part
insure forthwith, and pending the existence of this Company or companies acceptable to the mortgag	E20
assigns, the improvements on the hereby mortgag	ed iand to the amount of at least
Four Thousand Five Hundred (\$4,500.00)	Dollars,
and to cause the policy or policies issued therefo	r to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee ,	
of its or their iien	or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee	
and collect the premiums thereon with interest as	s part of the mortgage debt
Mitness, the hand and seal of said morts	ragor.
Attest:	
Guergan Smill	Virgie m. Hained [SEAL]
	(SHOOD)
	Company 1
	D50303
	(36303)

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State of Maryland, Allegany County, to-wit: day of August I hereby certify, That on this in the year nineteen Hundred and Fifty Four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Virgie M. Hainos, divorced, __acknowledged the aforegoing mortgage to be.___ act and deed; and at the same time before me also personally appeared John J. Robinson, Vice President of The Liberty Trust Company, trustee under the will effortle L. Clingerman, deceased. the within named mortgagee, and made oath in due form of law, that the consideration in said 11 WITH the hy hand and Notarial Seal the day and year aforesaid. mortgage is true and bona fide as therein set for forth, and that he is the Vice President selformertgagee and duly authorized by it to hake this affidavit. James M. Loster Notary Public.

The she legger lette to

FILED AND RECORDED AUGUST 4" 1954 at 1:30 P.M.

This Mortgage, Made this 380 day of AUGUST in t	the
year Nineteen Hundred and fifty -four by and between	MIG
George C. Rice and Mary E. Rice, his wife,	
of Allegany County, in the State of Maryland, part162of the first part, her inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bocorporate, incorporated under the laws of the United States of America, of Allegany County, Marland, party of the second part, hereinafter called mortgagee. WITNESSETH:	

Unbercas, the said mortgages has this day loaned to the said mortgagors, the sum of

Two Thousand & 00/100 - - - (\$2,000.00) -- - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 52 per cent. per annum, in the manner following:

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By the payment of Twenty-three & 00/100 - - (\$23.00) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot fronting forty feet on Princeton Street in Bellevue Addition to the City of Cumberland, Allegany County, Maryland, known as Lot No. 1, Block M, in Bellevue Addition, said lot being described as follows, to-wit:

Beginning for the same at the intersection formed by the northerly side of a 15 foot alley with the easterly side of Princeton Street, and running then with the easterly side of Princeton. Street, North 32 degrees 30 minutes East 40 feet; then at right angles to said Princeton Street, South 57 degrees 30 minutes East 100 feet to the westerly side of a 20 foot alley; and with it, South 32 degrees 30 minutes West 40 feet to the northerly side of aforesaid 20 foot alley; and with it, North 57 degrees 30 minutes West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Merten I. Morgan and Julia P. Morgan, his wife, dated the 2nd day of April, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 214, folio 241.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness,

it is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shail be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of ail liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

TOGCTDCT with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the menatime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time therenfter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand & 00/100 = - - - (\$2,000.00) = - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiuma thereon with interest as part of the mortgage debt.

Hno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagora, for themseives and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after due date all governmental ievies that may be made on the mortgage within ninety days after due date all governmental ievies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor sto keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor sto comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt Intended hereby t

Illiness, the hand and seai of said mortgagors.

Attest:		
- B 111	Berrye C Rice	[SEAL]
Mars L. Ha.	Mary E. Rice.	[SEAL]
		[SEAL]
		FOR AT 3

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State of Maryland, Allegany County, to-wit:

I hereby certify, That on this JRO day of AUGUST in the year ninetcen Hundred and Fifty -four _, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George C. Rice and Mary E. Rice, hie wife,

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the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS by hand and Notarial Seal the day and year aforesaid.

Compared and Made Delivered & To Geo St. Leage acty City

LED AND RECORDED AUGUST 5" 1954 at 1:00 P.M.

This Mortgage, Made this 5TN day of AUGUST in th	e
year Nineteen Hundred and fiftyfourby and between	_
Harvey L. Gordon and Marion F. Gordon, his wife,	_
of Aliegany County, in the State of Maryland, partles of the first part, here	
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary	
and, party of the second part, hereinafter called mortgages.	

WITNESSETH:

Unbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-two Hundred & 00/100 - - - - (\$2200.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Trenty-five & 00/100 - - (\$25,00) - - - - Dollars

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on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the caiendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

paid, and in order to secure the prompt payment of the said Indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All the following described pieca and parcel of land situated near Twenty First Bridge in Allegany County, Maryland, containing 29 acres and 73 source perches, more or less, and described as follows:

Beginning at a short post (top burned off) standing at the intersection of Dayton Lane with Baltimora and Onio Railroad Company's right-of-way, close to a Tool House of said Railroad Company, and running then with said Dayton Lane North 64 degrees West 103.32 perches to a post at the corner of the Dayton U. B. Church Lot, then North 26 degrees 35 minutes East 8 perches to a post; than still with said church lot North 63 dagrees 20 minutes West 10 perches to a post standing in the line of Tony Dominick; then leaving said Church lot and with the Dominick line North 31 degrees 95 minutes East 36.28 perches to a post on a flat; then down the hill and crossing the bottom South 67 degrees 36 minutes East 90.88 perches to a post in Dominick's corner, in the line of the Baltimora and Ohio Railroad Company's right-of-way, and than leaving Dominick and with said right-of-way South 4 degrees 56 minutes West 53 perches to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Mae Kalbaugh, widow of Richard Kalbaugh, daceased, datad Septembar 13, 1944, which is racorded in Libar No. 201, folio 429, one of the Land Records of Allagany County, Maryland.

Excepting from the within conveyed parcal of land the following two small parcels conveyed by the parties of the first part, to-wit:

To Harold E. Stewart et ux, datad January 24, 1949, which is recorded in Libar No. 224, folio 344, one of the Land Recorde of Allegany County, Maryland.

To Clarance E. Clark dated August 1, 1948, which is recorded in Liber No. 221, folio 533 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January seasions in the year 1945 and any

aniendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collnteral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

 $\label{eq:continuous} \textbf{Cogctbct} \ \ with \ the buildings \ and \ improvements \ thereon, \ and \ the \ rights, \ roads, \ ways, \ waters, \ privileges \ and \ appurtenances \ thereunto \ belonging \ or \ in \ anywise \ appertaining.$

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two Hundred & 00/100 - - - (\$2200.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

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mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgages, by countary or involuntary grant or assignment, or in any other manner, without the mortgages written consent, or should the same be occumbered by the mortgages, then the whole of said personal representatives and assigns, without the mortgage's written consent, then the whole of said personal representatives and assigns, without the mortgage's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mittess, the hand and seal of said mortgagors .

Attest:

Harvey L. Gordon [8

Marion F. Gordon

[SEAL]

Marin J. Sardra

[SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this STN day of August

in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harvey L. Gordon and Marion F. Gordon, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

SWITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Compared and Wall received
To Migel Frostbury Rd

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USER 306 PAGE 202

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FILED AND RECEIVED AUGUST 5" 195	y. at 8:30 A.M.
THIS MORTGAGE, Made this 3RD day of August	19 54 , by and between
PAYFOND BAMPTON AND AUCHELL BAMPTON, HIS WIFE	, by and between
of Midward , in the State of Savings bank of Frostburg, allegany county, marryland, more	Maryland, Mertgagor \$, and THE PHRLITY gages
WHEREAS, the said Mortgagor \$ ARC justly indebted unto the Mor	tgages in the full and just sum of
Five Hundred SERTY-Seven AND 60/100	(\$ 567.60)
which is to be repaid in -24 . consecutive monthly installments of $\$$ the date hereof at the office of the said Mortgagee.	25.00 each, beginning one month from
NGW, THIS MORTGAGE WITNESSETH, That in consideration of the p Mortgagor do grout, assign and convey unto the aidd Mortgagee, its successor	remises and of the sum of the bollar, the said is and assigns in fee simple all that lot of ground
and premises located in MIDLAND, ALLEGANY COUNTY, MARYLAND	, knowir as
SOUTH SIDE OF BROAD STREET	
and more fully described in a Deed from ANDRES LASLO AND PUTH LASLO, H.	15 WIFC , datest
tecorded among Land Records of "LLEGANY COUNTY, MARYLAND	Liber 213 Foilo 363
TOGETHER with the hilldings and interovements thereupon, and the right and advantages thereto belonging or in anywise appertaining.	nts, sileys, ways, waters, privileges, appurtenances
TO HAVE AND TO HOLD the said lot or parcel of ground with the lnip and THE FIDELITY SAVINGS HANK OF FHOSTHUID, ALLEGANY COLfurever, provided that if the said Mortgagor, 5. IMCIR helts, executors, or score to be joint to the said Mortgagoe, its successors and sasigns the aforesaid a soid when the same shall become the and jointhe and, in the meantime, do TMC13 part to be performed, then this mortgago shall be void.	JNTY, MARYLAND, its successors and assigns, administrators or assigns, do and shall pay d indebtedness, together with the interest thereon
AND, it is agreed that until default he made in the premises the said Mortg property upon paying in the meantime all taxes and assessments levied on said interest thereon said Mortgagor. 5. hereby covenant. — to pay when legally de-	property, all of which taxes, mortgage deht and
AND, the said Mortgagor 3 further covenant to keep the improveme against loss by fire and other hazards as the said Mortgagee may from time to the company acceptable to the Mortgagee to the extent of its lien thereon and to deli-	ne require, for the use of the Mortgagee, in some
Itut in case of any default or violation of any covenint or condition of thi secured shall at once become due and payable, and the Mortgagee, its succi asors of constituted attorney or agent, are hereby empowered, at any time thereafter, to necessary, and to convey the same to the purchaser, or his, her or their heters or a giving at least twenty days' notice of the time, place, manner and terms of sale is Maryland, which sale shiell be at public auction for cosh and the processis aris all expenses incident to the sale, including taxes, and a commission of eight pereto the payment of all montes owing under this mortgage, whether the same shall to pay it over to the Mortgagors. THEIR representatives, here commission shall be paid by the Mortgagors.	rasalgna, or Albert A. Doub, its, his or thair duly sell said properly, or so much thereof as may be saigna; which sale shall be made as follows: ifly n some newspaper published in Allegany County, ing therefrom to apply: first, to the payment of tent (869) to the party making said sale; secondly, have been matured or not, and as to the balance, f advertisement but no sale, one-half of the above
WITNESS OUR hand \$ and seal \$. A argent	BAMPTON Bampton (BEAL)
ATTENT	(BEAL)
PAGIEL KNIE ATEM AUGRETT E	Liell Barreston (BEAL)
STATE OF MARYLAND,	
ALLEGANY COUNTY, to-wit:	
I HEHEHY CERTIFY. That on this	19.54 before me,
the subscriber, a Notary Public of the State and County aforesald, personally appe	
the Mortganor's washed litche aftergoing mortgage and TMEY acknowledge At the same twice also aftergoing mortgage and Treasurer of THE FI ALLEGARY COUNTY, MASS AND SHOP MARK ANARY due form of law that the and home due in thagain act forths.	ted the aforegoing mortglags to be THEIR act. IDELITY SAVINGS HANK OF FROSTBURG, consideration set forth in said mortgags is trus
AS WITNIGHT my thend and Notarial Seal.	All. Co.
	Noting Public

This Mortgage, Made this _

- 4th -

day of

August,

in the year nineteen hundred and

Fifty Four,

by and between

Kenneth T. Paper and Margery M. Wager, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Shrress, the said Mortgagon are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Seventeen Thomsand Three Hundred Pifty (717,350.00) Dollars for which they have given their promissory note of even date herewith payable on or before five years after date with interest at the rate of 5% per annum in noutbly payments on the principal and interest of not less than Three Hundred (3300.00) Dollars, each monthly payment to be applied first to interest then to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And mirrous, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Name therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagers do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All those three adjoining lots or parcels of grand situated on the Northeasterly side of the National Purnpike Road (also known as Route No. 10) in "The Marrows," in Allegary County, laryland, which said three lots or parcels of land front a total of three hundred and fifty (350) feet on the Hational Turnpike Road and which are described as follows, to-wit:

First. Beginning for the same on the Northeasterly side of said National Turnpike Road at the end of 125 feet on the first line in the deed from Louisa P. Henderson et al to Charles L. Brosh et ux dated the 26th day of December, 1935, recorded among the Land Records of Allegany County, Maryland, in Liber No. 17h, folio 223, and running thence with part of said first line in a Northwesterly direction and with said National Turnpike Road 100 feet; thence leaving said road and running at right angles thereto in a Northwesterly direction to Wills Creek; thence in a Southeasterly direction down and with said Wills Creek 100 feet, more or less, to intersect a line at a point drawn at right angles to said National

rumpike Road from the place of beginning, said point being 125 feet measured at right angles from the dividing line of the property owned by Charles L. Grosh et ux and the property of The Standard Oil Company; thence by a line parallel to, and 125 feet distant from, the dividing line between the properties of the said Charles L. Grosh et ux and The Standard Oil Company to the point of beginning.

Being the Northwesterly 100 feet of all that lot or parcel of dated the 26th day of December, 1935, and recorded among the aforesaid Land Records in Liber No. 17h, folio 223.

Second. All that lot or parcel of ground adjoining the above described First parcel on the Northwest and fronting 100 feet on the National Turnpike Road conveyed to Charles L. Grosh et ux by Louisa P. Henderson et al by deed dated the 31st day of March, 1939, and recorded among the aforesaid Land Records in Liber No. 183, folio 302, a reference to which said deed is hereby particularly made for a further and more particular description of the lot intended to be bereby conveyed.

Third. All that lot or parcel of ground adjoining the above described Second parcel on the Northwest and fronting 150 feet on the National Purnpike Road, conveyed to Charles L. Brosh et ux by George Henderson et al by deed dated March 6, 1947, and recorded among the aforesaid Land Records in Liber No. 214, folio 234, a reference to which said deed is hereby particularly made for a further and hore particular description of the lot intended to be hereby conveyed; subject, however, to an easement of right-of-way ir and to The LaVale Sanitary Comission, as set out in the Agreement of Easement from Kenneth T. Haver et un dated January 5, 1951, and recorded in Liber No. 232, folio 512, one of said Land Records.

The said three parcels of land above conveyed being the same and all the properties conveyed by Charles L. Grosh et ux to Menneth T. Hajer et ux by deel dated January 22, 1951, and recorded in Liber No. 232, folio 510, one of said Land Records, and subject to the restrictions as to sale and display of certain goods, wares and merchandise as therein limited and set out. Reference to said deed is mereby hade for a further description of the properties herein conveyed.

Go have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Itsuited, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - -Seventeen Thousand Three Hundred Fifty- - -dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

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But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , lts, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against

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loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least -Seventeen Thousand Three Hundred Fifty (\$17,350.00) - - -dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William & Dudley. Margley M. Hager

State of Maryland, Allegany County, to-mit:

I hereby Certify. that on this _______ day of August, in the year nineteen hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Kenneth T. Hager and Margery M. Hager, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Wither whereof I have hereto set my hand and affixed my Notarial Seal the day

Notary Public

Compaged and celel To De st Legge litty 23 LIBER 306 PAGE 206

FILED AND RECORDED AUGUST 5" 1954 at 1:00 P.M.

THIS DEED OF RELEASE, Made this 5th day of August 1954, by the First Federal Savings and Loan Association of Cumberland, a corporation.

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WHEREAS, by mortgage dated September 11, 1950, and executed under the hands and seals of James A. Kuhlman and Cleota R. Kuhlman, his wife, to the First Federal Savings and Loan Association of Cumberland, a corporation, the real estate therein described was conveyed to said Corporation for the purpose of securing the payment of \$8700.00 on the terms and conditions therein expressed, as by reference to said mortgage recorded in Liber No. 238, folio 229, of the Mortgage Records of Allegany County, will fully appear; and

WHEREAS, said mortgage debt has been fully paid and satisfied by said mortgagors, wherefore this release is executed.

NOW, THEREFORE, THIS RELEASE WITHESSETH: That in consideration of the premises and of the sum of One Dollar, the First Federal Savings and Loan Association of Cumberland, a corporation, does hereby release said mortgage and does hereby grant unto said mortgagors, their heirs and assigns, all that real estate which was conveyed by and described in said mortgage, to have and to nold said real estate unto the said mortgagors, their heirs and assigns, in the same manner as if said mortgage had never been executed.

IN WITNESS WHEREOF the First Federal Savings and Loan Association of Cumberland, has caused this deed of release to be signed by its President and its corporate seal to be duly affixed and attested by its Secretary.

> ASSOCIATION OF CHARTERY hastel

C. Lashley, President

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

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THIS IS TO CERTIFY, That on this 574 day of AUGUST 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lynn C. Lashley, President of the First Federal Savings and Loan Association of Cumberland, a corporation, and acknowledged the foregoing deed of release to be the act and deed of said First Federal Savings and Loan Association of Cumberland.

WITHESS my hand and Notarial Seal the day and year above

written.



Notary Public.

Comment and Mail exocredy

FILED AND ACCORDED AUGUST 5" 1954 at 3:10 P.M.

THIS FORTGAGE, Made this 44 day of August

1954, by and between JAMES M. LITTLE and MADALIN G. LITTLE, his
wife, of Allegany County, Maryland, parties of the first part, and
THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly
organized under the laws of the United States, party of the second
part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Two Hundred (\$2,200.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Forty Two Dollars and Fifty Three Cents (\$42.53) on account of interest and principal, payments to begin on the 28 day of leget, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises, and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any





repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

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ALL that lot, piece or parcel of land situate, lying and being along the northerly side of Bedford Road, about three miles northeast of the City of Cumberland, in Allegany County, State of Maryland, and being part of what is known as the "White House Farm", and which said part is described as follows:

BEGINNING for the same at a point along the Northerly side of Beaford Road, distant 125 feet measured in an Easterly direction along the Northerly side of said Bedford Road from the end of the first line of the land conveyed by the Interstate Realty Company to Louis F. Meyers et ux by deed dated October 25, 1923. and recorded among the Land Records of Allegany County in Liber No. 145, folio 10, and running thence with the Northerly side of aforesaid Bedford Road parallel to and distant 10 feet measured at right angles from the Northerly side of the concrete driveway on said Bedford Road, North 43 degrees East 50 feet to a stake, thence North 45 degrees 30 minutes West 871-2/10 feet to a stake, thence with a line parallel to and distant 871-2/10 feet measured on a course North 45 degrees 30 minutes West from the northerly edge of the aforesaid Bedford Road South 43 degrees West 50 feet to intersect a line drawn North 45 degrees 30 minutes West from the place of beginning, thence reversing said intersecting line South 45 degrees 30 minutes East 871-2/10 feet to the place of beginning: containing 1 acre of land.

It being the same property conveyed to the first parties by Martin L. Deremer and Lena P. Deremer, his wife, by deed dated the 11th day of March, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 177, folio 116.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Two Hundred (\$2,200.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in

the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of

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the above commissions shall be allowed, and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Two Hundred (\$2,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

James M. LITTLE (SEAL)

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a.a. Hehing

Madalin & Lide (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this day of August,

1954, before me, the subscriber, a Notary Public in and for the

State and County aforesaid, personally appeared JAMES M. LITTLE and

MADALIN G. LITTLE, his wife, and each acknowledged the aforegoing

mortgage to be their respective act and deed; and, at the same

time, before me also personally appeared ALBERT W. TINDAL, President

The first National Bank of Cumberland, the within named mortgages,

and made oath in due form of law that the consideration in said mortgage

is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

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My Commission expires May 2, 1965

306 PAGE 21.1

Committeed Mail charles
To Magle Rob, Olatown Md

FILED AND SECONALD AUGUST 5" 1954 at 2:20 P.M.

This Anrigage, Made this 23 day of July in the year Nineteen Hundred and Pitty-four , by and between

HANSON F. GROSS and HELEN M. GROSS, HIS WIFE,

of Allegany County, in the State of Maryland,
part les of the first part, and LEO LEASURE and MAGGIE C. LEASURE, HIS WIFE,

of Allegany County, in the State of Maryland,
part 100 of the second part, WITNESSETH:

Unbereas, the said parties of the first part stand indebted unto the parties of the second part, in the full and just sum of Two Thousand Dollars (\$2,000.00) payable one year after date.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in monthly payments of at least Twenty-Five Dollars (\$25.00) per month, plus interest at the rate of five per cent (5%) per annum, the first of said monthly payments of principal and interest to be made one month from the date of these presents, and each and every month thereafter until the whole principal sum, together with the interest accrued thereon, shall have been paid in full.

This mortgage is for the balance of the unpaid purchase price of the property hereinafter described and conveyed, and is, therefore, a Purchase Money Mortgage.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Hanson F. Gross and Halan M. Gross, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said

Leo Leasure and Maggie C. Leasure, his wife, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground, situate, lying and being on the Easterly side of Bear Hill Road, in Election District No. 2, Allegany County, Maryland, being a part of a tract known as "Conjunction", and more particularly described as follows:

BEGINNING for the same at a large stone marked "No. 4" standing on the east edge of the Bear Hill Road, and being at the end of the loth line of a certain deed from Daniel Leasure, et ux, to Leo Leasure dated December 31, 1921, and recorded in Liber 139, folio 357, one of the Land Records of Allegany County, Maryland, and running thence with the 11th, 12th, 13th and part of the 14th lines thereof, (1) Sout 43 degrees East 32 perches, (2) South 62 degrees East 25 perches to a stone, (3) North 35 degrees East 35 perches to a stone in a small hollow, (4) South 56 degrees East 10 perches to the end of the 16th

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line of a certain deed from Leo Leasure, et ux, to William Leasure, dated November 15, 1941, and recorded in Liber 192, folio 98, one of the Land Records of Allegany County, Maryland, thence reversing the 16th, 15th, 14th, 13th, 12th, 11th, 10th, 9th, 8th and 7th lines thereof as follows: (3) South 16 degrees West 8 perches, (6) South 23 degrees West 26 perches, (7) South 34d degrees West 16 perches, (8) South 15 degrees West 20 perches, (9) South 7 degrees West 16 perches, (10) South 11 degrees West 18 perches, (11) South 3 degrees West 16 perches, (12) South 23 degrees West 20 perches, (13) South 16 degrees West 38 perches, (14) South 56 degrees West 2.2/5 perches to a point at the end of 95 perches on the 6th line of the original tract as conveyed by Daniel Leasure, et ux, to Leo Leasure by deed aforesaid, and running thence with the remainder of said 6th and part of the 7th lines of the original tract (15) North 47 1/3 degrees West 100 perches to the 44th line of the original tract called "Conjunction," thence with part of the 7th line (16) North 85 degrees 35 minutes West 12 perches to the Hast margin of the Bear Hill Road, thence by said Kast margin of said Bear Hill Road in a Northeasterly direction approximately 118 perches to the place of beginning.

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It being the same property which was conveyed unto the said HANSON F. GROSS and HELEN N. GROSS, his wife, by LEO LEASURE and MAGGIE C. LEASURE, his wife, by deed of even date herewith, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

GCGCIDCT with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Hanson F. Gross and Helen M. Gross.

his wife, their heirs executors, administrators or assigns, do and shall pay to the said

Leo Leasure and Maggie C. Leasure, his wife, their

executor a, administrators or assigns, the aforesaid sum of Two Thousand Dollars.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on that part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said-

Hanson P. Gross and Helen M. Gross, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Hanson F. Gross and Helen M. Gross, his wife,

hereby covenant to pay when legally demandable.

. .

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Leo Leasure

and Maggie C, Leasure, his wife, their

heirs, executors, administrators and assigns, or Gorman E. Getty
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
laxes levice, and a commission of each per cent, to the party selling or making said sale; secondly.

MPMR 306 PAGE 213

to the payment of all moneys owing under this mortgage, whether the same shall have been	the
matured or not; and as to the balance, to pay it over to the said Hanson F. Gross ar	ulei A
in case of ndvertisement under the above power but no sale, one-half of the above commis	and
shall be allowed and paid by the mortgagor s. their representatives, heirs or assign	ssion 18.
And the said Hanson F. Gross and Helen M. Gross, his wife,	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insure	to inee
company or companies acceptable to the mortgages or their	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Two Thousand and no/100	ars.
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fi	res.
to inure to the benefit of the mortgagees , their heirs or assigns, to the ext	lent
oftheir lien or claim hereunder, and to place such policy	or
positive for the mortgagees, or the mortgagees may effect said incurs	nce
and collect the premiums thereon with interest as part of the mortgage debt.	
Hithebs, the hand sand seas of said mortgagors	
Gorlyn G. O'Sonnell Hanson F. Gross [See	
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on this 23 day of July.	
in the year nineteen hundred and F1fty-Four before me, the subscribe	P. P.
a Notary Public of the State of Maryland, in and for said County, personally appeared	U.A.
Hanson F. Gross and Helen M. Gross, his wife,	
Abore	
andacknowledged the aforegoing mortgage to betheir	
acknowledged the aforegoing mortgage to be	-
acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally appeared. Leo Leasure and Maggie C. Leasure, his wife,	-
acknowledged the aforegoing mortgage to be also personally appeared. Leo Leasure and Maggie C. Leasure, his wife, the within named mortgages 5 and made oath in due form of law, that the consideration in said	d
acknowledged the aforegoing mortgage to be also personally appeared. Leo Leasure and Maggie C. Leasure, his wife,	d
acknowledged the aforegoing mortgage to be also personally appeared. Leo Leasure and Maggie C. Leasure, his wife, the within named mortgages 5 and made oath in due form of law, that the consideration in said	d
acknowledged the aforegoing mortgage to be also personally appeared. Leo Leasure and Maggie C. Leasure, his wife, the within named mortgages 5 and made oath in due form of law, that the consideration in said	d
acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally appeared. Leo Leasure and Maggie C. Leasure, his wife, the within named mortgages s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. WITHESS my hand and Notarial Seal the day and year aforesaid.	d
acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally appeared. Leo Leasure and Maggie C. Leasure, his wife, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.	d

To Mitgel Institute The law 12 10 54 BER

MGR 306 PAGE 214

FILED AND RECORDED AUGUST 6" 1954 AT 10:40 A. M.

This Mortgage, Made this & th

day of dug uss

.... by and betwees

in the year Nineteen Hundred and Fifty-four

MARVIN RICE and EMMA K. RICE, his wife,

i Allegany

County, in the State of Maryland,

part ies of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the Laws of the United States of America,

of Allegany

County, in the State of Maryland,

part_Y____ of the second part, WITNESSETH:

Hilitrias, the said parties of the first part are justly indebted unto the party of the second part, its successors and assigns, in the full sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00), payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part, payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do herebyive, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors.

ALL those parcels of real estate located on Washington Street, in Frostburg, Maryland, composed of two parcels of land more particularly described as follows:

FIRST PARCEL: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, and known and distinguished as Lot No. 22 in McCullough's Addition.

BEGINNING at a stake standing on the Northeast side of Washington Street at the end of the first line of Lot No. 21 in the said Addition to said town, and running thence with Washington Street, North sixty-one degrees West fifty-five feet, North twenty-nine degrees East one hundred sixty-five feet to an alley, and with it South sixty-one degrees East fifty-five feet, thence South twenty-nine degrees West one hundred sixty-five feet to the beginning.

SECOND PARCEL: All that lot or parcel of ground lying and being in Allegany County, Maryland, known and distinguished as Lot No. 21 in Mc Cullough's Addition to the Town of Frostburg, fronting on Washington Street, and running back with Tracey Street in said Addition in said town; excepting, however, so much of the aforesaid Lot No. 21 as has heretofore been conveyed away by the Adam Crouse and Anna Crouse, his wife, to John H. Meerbach, by deed dated May 4, 1917, and recorded in Liber 121, folio 29, one of the Land Records aforesaid, which excepted portion is described as follows:

BEGINNING at a stake standing on the Northwest side of Tracey Street, scmetimes called Mt. Vernon Street, and at the corner when said street intersects Washington Street in the town of Prostburg, and North sixty-one degrees West forty feet from the end of the first line of Lot No. 20, and with Washington Street North sixty-one degrees last corner to the corner of the corner of the sixty-one degrees last corner of the c





LIBER 306 PAGE 21.5

sixty-five feet (parallel to Tracey Street, and distant forty-three feet from it) to first alley, thence with said alley South sixty-one degrees East forty-three feet to Tracy Street, and with Tracy Street South twenty-nine degrees West one hundred sixty-five feet to the beginning.

IT being the same property which was conveyed to Marvin Rice and Emma K. Rice by David E. Gunter, Executor, by deed dated July 2, 1935, and recorded in Liber No. 173, folio 11, among the Land Records of Allegany County, Maryland.

Conether with the buildin

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Browided, that if the said part les of the first part, theires, executors, administra-
tors or assigns, do and shall pay to the said part <u>Y</u> of the second part <u>1ts successors</u>
THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said part of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said part 108 of the first part hereby covenant to pay when legally demandable.
But in ease of default being made in payment of the mortgage debt aforesald, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the said part J
of the second part 1ts successors ASTATEMENT AND ASSIGNS, or
COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part 100 of the first part their, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed
and paid by the mortgagor their representatives, heirs or assigns.
And the said part les of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or lts/assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND FIVE HUNDRED 00/100(\$3,500.00) collars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
or other losses to lnure to the benefit of the mortgagee , 1ts successors heirs or
policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

mitteess, the hands and seals of said mortgagors

Witness: (as to Ball)

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	Cull M Jodd MARVIN RICE Emma K Rice [Seal]
	Emma K. Rice [Seal]
	State of Maryland, Allegany County, to-wit:
	I hereby certify, That on this of the day of they was
	in the year nineteen hundred and Fifty-four defore me, the subscriber
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	MARVIN RICE and EMMA K. RICE, his wife,
	and each acknowledged the aforegoing mortgage to be his respective
	act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank,
	the within named mortgagee and made oath in due form of law, that the consideration in said
4	mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg further made bath that he is the Cashier and agent of the within named mortgages and duly authorized by it to make this affidavit.
	WITNESS my hand and Notarial Seal the day and year aforesaid.
	Luth m. Jada Notary Public
	at we
nt	Elicate Jel 320 Sarue Ab Heiter par
	Filed and Recorded August 6" 1954 at 11:45 A. M.
	This Hirinage, Made this Twenty Eighth day of July
I	in the year Nineteen Hundred and Fifty Feur, by and between

JAMES C. LINKSWILER AND LEVERA LINKSWILER, HIS

part ice of the first part, and CLAVELAND A. LDESTILM AND LOSS N. LINESVILLE,

of Allegany County, in the State of Maryland

HIS WIFE, ---

Com

. . . .

EIRBR 306 PAGE 217

Allegany ---County, in the State of Maryland part ies of the second part, WITNESSETH: Unbergas, the said parties of the first part are indebted unto the said parties of the second part formoney berrowed in the amount of EIGHTEEN HUNDRED DOLLARS (\$1,800.00), as evidenced by the Premissery Note of the said parties of the first part dated of even date herewith, made payable unto the order of the said parties of the second part, in the amount of EIGHTEEN HUNDRED DOLLARS (\$1,800.00), ON DEMAND with interest at the rate of Four Percent (4%) per WHEREAS, the said parties of the first part hereby agreed to execute this mortgage as security for the aforesaid note, and agreed to pay in the reduction thereof, until demand ismade for the full amount, at least the sum of Fifty Dellars (\$50.00), each month, plus the accrued interest thereen, and WHEREAS, the said money herein berrowed is for the purchase price of the hereimafter described real estate and therefere this is known as a Purchase Money Mortgage, -How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit: All of that parcel of land which is part of Let Number Four Hundred (400), as laid off on the Plat of Hammond's Addition to Westernport, in Allegany County, Maryland, which fronts fifty (50) feet on Lynn Street, West Side, and extends back in a Northwesterly direction throughout for a distance of One Hundred Beet (100), as described in that cortain deed dated November 3, 1953, from Carrie E. Thompson, et al., to the said parties of the first part herein, which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 255. Folio 10. in Liber No. 255, Felie 10. EXCEPTING, HOWEVER, that certain parcel of land which is a part of the above described real estate which is a five feet strip, fifty feet acress the said preperty located upon the extreme Western and of Let No. 400 which was conveyed unto the said parties of the first part herein, and which parcel of land was recently conveyed by the said parties of the first part unto Maggie May Linkswiler, Widew, by deed dated July 28, 1954, and which deed is to be recording of this Mortgage. ALSO all of that parcel of land known as part of Lot Number Three Hundred and Ninety Nine, as laid off on the Plat of Hammond's Addition to the Town of Westernport, in Allegany County, Maryland, which parcel fronts on the West side of Lynn Streetin said Town for a distance of fifty (50) feet, and extends back in a NorthWesterly direction for a distance of Ninety Five Feet (95), and which is the same property as conveyed unto the said parties of the first part herein by the said Maggie May Linksviler, by deed dated of even date herewith, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their -executor , administrator or assigns, the aforesaid sum of RICHTICH HUNDRED DOLLARS (\$1,800,00) -

together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on that part to be
performed, then this mortgage shall be void.
And it is Bgreed that until default be made in the premises, the said parties of
the first part, theirheirs and assigns,
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said parties of the
second part, their
heirs, executors, administrators and assigns, or Horace P. Whitwerth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said parties of the
first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.
Bind the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
EIGHTEEN HUNDRED & .00/100
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee , their heirs or assigns, to the extent
oftheir lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Mitness, the hand and seal of said mortgagor
Attest:
21 Phrs 40 1 . 2.1 .0
Homes P. Whitworth Jr.
La Vita P. Linksviler ISEALI
LaVeta Linksviler
[SEAL]
[SEAL]

.

TIEBR 306 PAGE 219

State of Maryland,
Allegany County, to-wif:

Jhereby certify, That on this Iwesty Righth day of July
in the year nineteen Hundred and Fifty Four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James C. Linksviler and Laveta Linksviler, his wife,
and have acknowledged the aforegoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared

Claveland A. Linksviler and Lois M. Linksviler, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.

MINNESS my hand and Notarial Seal the day and year aforesaid.

Noticy Public.

Es de Ty t

FILED AND RECORDED AUGUST 6" 1954 at 11:30 A. M.

PURCHASE MONEY
This Mortgage, Made this 574 day of AUGUST in the
ear Nineteen Hundred and fifty - fourby and between
Frederick A. Willison and Esta M. Willison, his wife,
·
of Allegany County, in the State of Maryland, parties of the first part, here
after called mortgagors, and First Federal Savings and Loan Association of Cumberland a had
rporate, incorporated under the laws of the United States of America, of Allegany County Man
nd, party of the second part, hereinafter called mortgages,
WITNESSETT.

Olibereas, the said mortgages has this day loaned to the said mortgagors, the sum of Six Thousand Saven Hundred Fifty & 00/100 - - (\$6750.00) - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date bereef, at the rate of the contract the c

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By the payment of Forty-two & 70/100 - - (\$42,70) - - - Doilars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the said principal sum. The granting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: FIRST PARCEL:

H

All that lot or parcel of ground situated on the easterly side of Avenue I, in Potomac Park Addition, situated along River Foad (now called McMullen Boulevard,) near Cumberland, Allegany County, Maryland, the lot or parcel hereby conveyed being parts of Lots Nos. 16, 17 and 18, Block 42, said addition, and more particularly described as a whole as follows, towit:

Beginning for the same at a point on the easterly side of Avenue I, in said addition, said point being diatant South 12 degrees 09 minutes East 80 feet from the intersection of the easterly side of Avenue I with the southerly side of Avenue M of said addition, and running then with the easterly side of Avenue I, South 12 degrees 09 minutes East 40 feet to the northerly side of a 20 foot alley, then with the northerly side of said alley, North 77 degrees 51 minutes East 60 feet to the end of the second line of Lot No. 9, Block 42, then with part of said second line reversed, North 12 degrees 09 minutes West 40 feet, then South 77 degrees 51 minutes West 60 feet to the place of beginning.

SECOND PARCEL: All that part of a lot or parcel of ground designated as the rear forty feet of Lot No. 19, Block 42 in Potomac Park Addition situated along the River Road (now called McMullen Boulevard), near Cumberland, Allegany County, Maryland, which part of said lot hersby intended to be conveyed is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of a 20 foot alley which runs through Block \$2, said addition, said point being also the snd of the second line of the whole Lot No. 19, Block \$42, said eddition, and running then with the northerly side of said 20 foot alley, and with the third line of the whole Lot No. 19, as aforeseid, South 77 degrees 51 minutes West \$40 feet to the end of the second line of Lot No. 18, Block \$42, said addition, then with part of the fourth line of Lot No. 19, Block \$42, North 12 degrees 09 minutes West \$40 feet, then leaving said fourth line, and running across said Lot No. 19, North 77 degrees 51 minutes East \$40 feet te a point on the

second line of the whole Lot No. 19, Block 42, distant South 12 degrees 09 minutes East 80 feet from the beginning thereof, then running with the remainder of said second line, South 12 degrees 09 minutes East 50 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of John G. Kerns et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shail also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto." amendments thereto.

it is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Heaith and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for treatment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for the indebtedness, and any sums of money so advanced shall be added to the unpaid balance of the indebtedness. indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and

. . .

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improvements, so that the efficiency of said property shall be mnintained.

It is agreed that the Mortgagee may at its option advance sums of moncy at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that __trey_will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their lieus, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the menntime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the intercest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of nt least 51x Thousand Seven Hundred Fifty & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnershlp or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortg

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I hereby certify, That on this STH day of AUGUST

Frederick A. Willison and Esta M. Willison, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form

a Notary Public of the State of Maryland, in and for said County, personally appeared

[SEAL]

____, before me, the subscriber,

Mitrices, the hand and seal of said mortgagors .

Attest:

Biate of Maryland.

Allegany County, to-wit:

in the year nineteen Hundred and Fifty -four

BBBR 306 PAGE 223

of Barton, Allegany ----- County, in the State of Maryland ----part y of the second part, WITNESSETH:

Wibereas.

The said parties of the first part are indebted unto the party of the second part in the full and just sum of twenty five hundred dollars (\$ 2500.00) for money lent, being applied to the purchase price of the herein mortgaged lands, and which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The First National Pank of Barton, Maryland; And Thereas, it was understood and agreed prior to the lending of said money and the giving of said note that this purchase money mortgage was to be executed to secure the same.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the first part-----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors-----

**** and assigns, the following property, to-wit:

All those certain lands situated in Allegany County, Maryland, being a part of the Resurvey of Elk Lick, containing oneseventh of an acre, and running 99 feet along the lands of The Cumberland and Pennsylvania Rail Road Company, and being the same property which was conveyed unto the parties of the first part herein by deed from Alvin James Green and wife, dated July 26, 1954, and which deed is to be recorded among the land money mortgage, and to which deed so recorded a reference is made for a more definite and particular description of the lands hereby mortgaged. Teserved in manner and form as set forth in said deed.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Parties of the first part, their heirs or party of the second part, its successors-----*** of twenty five hundred dollars.

Together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their---- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns not be a second property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

mortgage dest and interest diereon, the said. Matties of the first part	-
hereby covenant to pay when legally demandable.	_
But in case of default being made in payment of the mortgage debt aforesaid, or of the in- terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable	
and these presents are hereby declared to be made in trust, and the said party of the age	or
part, its successors	
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' actice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising	,
from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said parties of the first	
art, theirheirs or assigns, and	
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	
And the said parties of the first part	
further covenant to	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgagee or **********************************	, 0:
twenty five hundred	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagee , 11a auccessors or assigns, to the extent	
of 1ts or	
Mitness, the hand and seal of said mortgagor .	
Attest:	
Lenneth R. Malcolin x Oythur & Cadwellader [SEAL] Linneth R. Malcolin Arthur J. Cadwellader [SEAL]	
Senneth A. Walco Com	
Ruth E. Cadwallader [SEAL]	
State of Maryland,	
Allegany County, to-mit:	
I hereby certify, That on this twenty minth day of July	
in the year nineteen Hundred and Fifty four same before me, the subscriber,	
a Notary Public of the State of Maryland, in and for said County, personally appeared Arthur	

J. Cadwallader and Ruth E. Cadwallader, his wife----

and each acknowledged the aforegoing mortgage to be their yoluntary act and deed; and at the same time before me also personally appeared Patrick A. Laughlin,

the within named mortgages, and made oath in due form of law, that the consideration in said

president of The First National Bank of Barton, Maryland,

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mortgage is true and bona fide as therein set for forth., and that he is the president of the said bank duly authorized to make thisaffidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Laneth R. Min Cet Con.

FILED AND RECORDED AUGUST 6" 1954 AT 3:10 P. M.

This Mortgage, Made this_

_day of__Fol

in the year Nineteen Hundred and fifty-four

, by and between

CHELSIE A. LILLER and MARY F. LILLER, his wife,

Allegany

County, in the State of Maryland.

part_ica ___of the first part, and_

THE SECOND NATIONAL BANK OF CUMBERLAND, CUMBERLAND, MARYLAND, a corporation duly incorporated under Acts of Congress,

of allegany

County, in the State of Maryland

part_y____of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part, its successors and assigns, in the full and just sum of

TWELVE THOUSAND FIVE HUNDRED - - - - - -00/100 DOLLARS

this day loaned the parties of the first part by the party of the second part, receipt whereof is hereby acknowledged, which said sum shall be repaid by the parties of the first part to the party of the second part, its successors and assigns, together with interest thereon at the rate of four and one-half per cent per annum in monthly installments of at least One Hundred Fortyfive Dollars (\$145.00), which said installments include both interest and principal, which said interest shall be calculated and credited monthly.

It is understood and agreed that the said parties of the first part may pay off this mortgage or any part thereof in excess of said monthly installments at any time.

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AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with a mendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Note Therefore, in consideration of the premises, and of the sum of one doffur in hand paid, and in order to secure the prompt payment of the suid indebtedness at the maturity thereof, tegether with the interest thereon, including any future advances, the said partices—of the first give, grant, bargain and sell, convey, release and confirm anto the said party—of the second part . its successors—accordance in the following property, to-wit:

ALL those lots, pleces or parcels of ground lying and being in Allegany County, Maryland, and being parts of Lots Nos. 23, 24, 25 and 26 of Shucks Addition and an unnumbered triangular shaped property lying in the rear of said lots Nos. 23, and 24, all of which said property is more particularly described as follows, to wit:

П

BEGINNING for the same at a point in the northerly boundary of U. S. Route 220, commonly known as the McMullen Boulevard at the end of the first line of Lot No. 22 in the Shucks Addition as shown on the Amended Plat thereof filed for record in Plat Case No. 107 of the Land Records of Allegany County, Maryland, and running thence with the division line between lots Nos. 22 and 23 ln said Addition, North 28 degrees West 110 feet to a stake; thence South 62 degrees West 4.5 feet to a stake in the easterly slde of Lot No. 49 of Craddock's Addition; thence with the easterly boundary of sald lot, North 17 degrees 25 mlnutes West 36, 75 feet to a stake in the southerly boundary of Warrior Drive also known as the Winchester Road bypass; thence with the southerly boundary of said road, South 81 degrees East 122.29 feet to a stake in the division line between lots Nos. 26 and 27 of said Shucks Addition; thence with sald division line, South 28 degrees East 72, 59 feet to intersect the northerly boundary of aforementioned McMullen Highway thence with said boundary, South 62 degrees West 100 feet to the place of beginning.

IT being a description of the parcel of land described in a deed from Annie W. Craddock to Chelsie A. Liller, dated December 12, 1946, and recorded in Liber 212, Folio 564, one of the Land Records of Allegany County, after deducting that part previously acquired by the Maryland State Roads Commission, and shown on a Right-Of-Way Map No. 2765 recorded in the Allegany Court Records, as surveyed by C. R. Nuzum, Civil Englneer, in December, 1953.

Together with the buildings and improvements thereon, and the rights, roads, ways, walers, privileges and appurtenances thereunto belonging or in anywise appertaining.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and physbic, and these presents are hereby declared to be made in trust, and the said part y.

of the second part . its successors. introputsous subministrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted altorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the

. .

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purchaser or purchasers thereof, his, her or their heirs or assigns, which have small be made in
manner following to-wit: By glvlng at lenst twenty days' notice of the time, place, manner
and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be
at public auction for cash, and the proceeds arising from such sale to apply first to the payment of
ull expenses incident to such sale, including all taxes levied, and a commission of cight per cent, to the party selling or making suld sule; secondly, to the payment of all moneys owing under this mort-
gage, whether the same shall have been then matured or not; and as to the balance, to pay it over
to the said part ics of the first purt their helrs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed
and paid by the mortgagors, their representatives, helps or assigns,
And the said part ics of the first part further covenant to insure forthwith, and
pending the existence of this mortgage, to keep insured by some hisurance company or companies successors or acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to
the amount of it least Twelve Thousand Five Hundred Dellars, and to cause the policy or policies Issued therefor to be so framed or endorsed, as in case of fire
or other losses to inure to the benefit of the mortgagee , its, successors indexor
ussigns, to the extent of its lien or claim hereunder, and to place such
policy or policles forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
Willess, the hands and seals of sald mortgagors.
Witness:
Hon
Chelsie B Liller [Seal]
CHELSIE A. LILLER
MARY F. LILLER [Sent]
State of Maryland,
Allegany County, to-wit:
Arregary County, to-wit:
11 angust
I hereby certify, That on this 6 th day of February,
in the year nineteen hundred and fifty-four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Chelsie A. Liller and Mary F. Liller, his wife,
and they acknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appearedJohn HMosner,
Cashier of The Second National Bank.
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.
() are
WITNESS my hand and Notariai Seai the day and year aforesaid.
makel a Selas "

To Mitgel 10. Box 13 +5 at

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his Mortg	age, Made	this 6th day	of Aug	zust.	
be year Nineteen H				by and bet	we
CHARLES M.	STOUFFER	and FLORENCE M	STOUF		
				1111-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
DELBERT M.	STOUFFER	, unmarried,			

CHELSIE A. LILLER and MARY F. LILLER, his wife,

of Allegany County, in the State of Maryland, part ics of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Eight Thousand Fifty Dollars (\$8,050.00) this day loaned the parties of the first part by the parties of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$60,00 each; said payments include both principal and interest, which interest shall be calculated and credited semiannually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with smendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first give, grant, bargain and sell, convey, release and confirm unto the said part ies of the second part their heirs and assigns, the following property, to-wit:

ALL those lots or parcels of ground known as Lots Nos. 19 and 20 in Craddock Addition to Cresaptown, Allegany County, Maryland, as shown by the plat thereof duly filed in Plat Case Box 129 among the Land Records of Allegany County, Maryland, and more particularly described as follows, to wit:

LOT NO. 19: Beginning for the same at a point on the northerly side of Warrior Drive at the end of the first line of Lot No. 18 as used in the description of Lot No. 18 in the deed from Annie W. Craddock, widow, to Chelsie A. Liller, et ux, dated December 21, 1946, and recorded in Liber 214, folio 263, and running thence with Warrior Drive, South 80 degrees 40 minutes East 50 feet, thence North 9 degrees 20 minutes East 147 feet, thence North 80 degrees 40 minutes West 50 feet to the end of the second line of Lot No. 18 as contained in the above mentioned deed, and with said second line reversed, South 9 degrees 20 minutes West 147 feet to the beginning.

LOT NO. 20: Beginning at a point on the northerly side of Warrior Drive at the end of the first line of Lot No. 19 as above described and running thence with said Warrior Drive, South 80 degrees 40 minutes East 80 degrees 40 minutes West 50 feet to end of second line of Lot No. 19 and with said second line reversed, South 9 degrees 20 minutes West 147 feet to the beginning.

IT being the same property which was conveyed by Chelsie A. Liller et ux to Charles M. Stouffer et ux, et al, by deed dated December 16th, 1947 and recorded in Deeds Liber 21p, folio 447 among the Land Records of Allegany County, Maryland.

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Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Frontded, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part . their executor , administrator or assigns, the aforesaid sam of ... - - - EIGHT THOUSAND FIFTY and 00/100 DOLLARS (\$8,050.00) - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payabic, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Anred that until default be made in the premises, the said part iea of the first part may hold and possess the aforesaid property, upon paying in the meantlme, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part ies. of the second part . their heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST lts, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their ___representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgaged or their assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Fifty and 00/199 - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee s , their __lien or claim hereunder, and to piace such assigns, to the extent of their policy or policies forthwith in possession of the mortgagees or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. THITTES, the hands and seals of sald mortgagors. Albert m Stuffe DELBERT M. STOUFFER

USER 306 MGZ 230

State of Maryland. Allegany County, to-wit:

Charles M. Stouffer and Florence M. Stouffer, his wife, and Delbert M. Stouffer, unmarried, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. Chelsie A. Liller and Mary F. Liller, his wife, the within named mortgagees and made oath in due form of law, that the consideration in s	Stouffer, unmarried, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Chelsie A. Liller and Mary F. Liller, his wife,	: М.	Charles M. Stouffer and Florence M. Stouffer, his wife, and Delbert
Stouffer, unmarried, they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. Chelsie A. Liller and Mary F. Liller, his wife, the within named mortgagees and made oath in due form of law, that the consideration in somortgage is true and bona fide as therein set forth.	Stouffer, unmarried, they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. Chelsie A. Liller and Mary F. Liller, his wife, the within named mortgagees and made oath in due form of law, that the consideration	M.	
Chelsie A. Liller and Mary F. Liller, his wife, the within named mortgagees and made oath in due form of law, that the consideration in shortgage is true and bona fide as therein set forth.	Chelsie A. Liller and Mary F. Liller, his wife, the within named mortgagees and made oath in due form of law, that the consideration		
Chelsie A. Liller and Mary F. Liller, his wife, he within named mortgagees and made oath in due form of law, that the consideration in s nortgage is true and bona fide as therein set forth.	Chelsie A. Liller and Mary F. Liller, his wife, he within named mortgagees and made oath in due form of law, that the consideration		they acknowledged the aforegoing mortgage to be their respective
the within named mortgagees and made oath in due form of law, that the consideration in smortgage is true and bona fide as therein set forth.	he within named mortgagees and made oath in due form of law, that the consideration		and deed; and at the same time before me also personally appeared
mortgage is true and bona fide as therein set forth.			Chelsie A. Liller and Mary F. Liller, his wife,
¥4,p.	nortgage is true and bona fide as therein set forth.	n in said	within named mortgagees and made oath in due form of law, that the consideration
WITHESS my hand and Notarial Seal the day and year aforesaid			tgage is true and bona fide as therein set forth.
WITHESS my hand and Notarial Seal the day and year aforesaid	V 4,		4.
"MILITEDO INV DANG AND NODERIAL SEAL THE day and year aforesaid	Touristance and hand and March 1 (C. 1.4)		With the company and Name of Co. 10
4 4 2	Trivial my name and Notarial Seal the day and year aforesaid.		3 11347-55 my hand and Notarial Seal the day and year aforesaid.
			→
Patty and Danis	Patty and Danis		
Notary Public			Tally and Danis

T Mitgel Ity

FILED AND RECORDED AUGUST 7" 1954 at 8:45 A. M.

	ear Nineteen Hundred and	e this 6th day of Au	, by and between
	RAY M. WHITEMAN and	EMMA F. WHITEMAN, his wif	•,
of nert 10	Allegany	County, in the State of	Maryland
ie sec	OND NATIONAL BANK OF	F CUMBERLAND, Cumberland, M ted under the laws of the U	aryland, a bankin nited States,
	Allegany	County, in the State of	Maryland

party of the second part in the full and just sum of Three Thousand (\$3,000.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than Forty-Five (\$45.00) Dollars per month,

UBER 306 PAGE 231 said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full. Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said. parties of the first part give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or being assigns, the following property, to-wit: ALL that parcel of ground lying and being in Allegany County, State of Maryland, and known as Lot No. 89 in "The Narrows Addition", and particularly described as follows: BEGINNING at a stake on the westerly side of Wabash Street at the end of the first line of Lot No. 88 and running thence with said Street, North 26 degrees 08 minutes East 40 feet, then North 63 degrees 52 minutes West 99% feet to Wills Creek Drive, and with it South 88 degrees 32 minutes West 32-2/10 feet to Long Alley, and with it South 26 degrees 08 minutes West 29-2/10 feet to the end of the second line of Lot No. 88 and with it reversed South 63 degrees 52 minutes East 120 feet to the beginning. BEING the same property which was conveyed to the parties of the first part by Emma B. Engle, by deed dated November 1, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 179, folio 337. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of --- Three Thousand and no/100 (\$3,000.00) Dollars -together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. party of the second part, its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

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berland. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said
parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.
And the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
Three Thousand and no/100 (\$3,000.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee ,1ts successors master assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
Hitness, the hand and seal of said mortgagors.
Ray M. Whiteman [SEAL]
State of Maryland.
Allegany County, to-wit:
I hereby certify, That on this 6th day of August
n the year Nineteen Hundred and Fifty-four , before me, the subscriber,
Notary Public of the State of Maryland, in and for said County, personally appeared
RAY M. WHITEMAN and EMMA F. WHITEMAN, his wife,
nd each acknowledged the aforegoing mortgage to be their respective
ct and deed; and at the same time before me also personally appeared
JOHN H. MOSNER, Cashier of
ne within named mortgagee and made oath in due form of law, that the consideration in said
ortgage is true and bona fide as therein set forth.
WiTNESS my hand and Notarial Seal the day and year storged

UBER 306 PAGE 2:3

" Metger lity

FILED AND LCC AD AUGUST 9" 195% at 11:25 A.B.

The Lerronce, there this 3 day of about, 1954, by the new end I femal B. a. I.G. 1.52, of allegary county, and the same the size of and the First BATT AT Lank of the Line, a banking corporation, duly premise under the has a fit to the states, party of the Second art, 1772. 2011;

Washing, the larty of the first art in motify an come

rice is established the party of the second art in the full and the same size of the Thomason (), COC. (C) Dollars, with interest from the same size of the off six of cent (6) per sumum, which said sum the same is rety of the first with covenants and agrees to pay in e unit multiplies to of not less than Forty Two Dollars and the unit Dents (,42.20) beginning on the 3rd day of deptember 1974, as a likewish e unit sum of not less than Forty Two Dollars and T enty Jents (142.20) on the said 3rd day of each and every not. I reafter. Said monthly respects to be applied first to interest and the balance to unpaid principal cebt, the entire unpaid is riseled to reacher with interest one thereon, to become one are said the years from dute of this mortgage.

NOT, TYLERORE, THIS ORTOWNE MITHESSETH:

That for and in consideration of the premises and of the sum of One (J.CC) bollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the recond part to the party of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the adgregate the sum of Five Hundred (\$500.00) bollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said party

of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 17, and part of Lot No. 18, in Long's National Highway Second Addition, Lavale, Maryland, a plat of which said Addition is recorded among the Land Records of Allegany County in Plat Book No. 1, folio 97, said parcel being described as follows:

EIGHR 306 PAGE 234

BEGINING at the intersection of the Southerly side of Moodlawn Avenue, with the Testerly side of Second Street, and . running thence with said Moodlawn Avenue, North 41 degrees 19 minutes West 75 feet, thence South 48 degrees 41 minutes West 100 feet, thence South 41 degrees 19 minutes East 75 feet to Second Street, and with said Street, North 48 degrees 41 minutes East 100 feet to the Place of beginning.

It being the onle property conveyed to Rutherford B. Browning and limitred E. Browning, his wife, as tenants by the entireties, in two deeds from William M. Long and wife, dated July 16, 1925 and January 4, 1929, recorded in Liber 151, folio 96 and Liber 159, folio 685, respectively; the complete title having vested in said 'inifred E. Prowning, widow, by operation of law as survicing tenant by the entireties.

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TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto telonsing or in anywise appertaining; subject, however, to the covenants and conditions set out in the aforementioned two deeds.

PROVIDED, that if the said party of the first part, her heirs, executors, administrators or assigns, does and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime does and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assestments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the

mortga e webt aforesaid, or of the interest thereon, in whole or in part, or is any agr ement, covenant or condition of this mortgage, then the entire mort age intended to be mereby secured, including such future advances as may be made by the party of the second part to the marty of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the suid earty of the second part, its successors or assigns, or Walter C. Canper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the roperty hereby ortgaged, or so much thereof as may be necessary, and to rant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale chall be made in manner following, to-wit: By giving at least twen g asys' notice of the time, place, manner and terms of sale in some newspaper published in allegany County, Laryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or makine said sale, secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs, or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of the said mortgagor.

WITNESS:

LIGHT 306 PAGE 236

STATE OF MARYLAND,

ALLEGALY COUNTY, to-wit:

12475

I HEMEBY CENTIFY, That on this 2 day of August, 1954, tefore me, the subscriber, a Notary Hublic in and for the State and County aforesaid, personally appeared WINIFRED E. BROWNING, Widow, and acknowledged the aforegoing mortgage to be her act and deed; and at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made bath in que for of law that the consideration in said mortgage is true and bone fide as therein set forth.

WITNESS my hand and Notarial Seal.

TO COUNTY OF THE PROPERTY OF T

NOTARY TUBLIC

My Commission expires May 2, 1955

HOM 3116, 276.

Company Wall D livered mrs

- ·	روز بديدا الله			10 "	1974	at 2.5	£
Uhis	Mortgage,	Made this Z	day o	11	1200		

year Naieteen Hundred and fifty

_by and between _____.

of Allegany County, in the State of Maryland, part____ of the first part, heremafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Dellama

which said sum the mortgagors agree—to repay in installments with interest thereon from the date hereof, at the rate of ____ per cent, per annum, in the manner following:

By the payment of Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every inture and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagee, its successors or ing described property, to-wit:

THE COURT IS AN OVER BOTH AND OF THE PROPERTY OF THE PROPERTY

"And whereas this mortgage shall also secure as of the date hereof future advances made at the nortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would sinke the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is field by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

on Mortzeror exerunt form in a founders, truction of proceedings of that the structure of the proceedings of that the structure of the structu Montraggion

It is great that the Mortzagee roay at its opine advisor its of money at any free for the repair accidents. In additions on the react the problem and asy in all comes and a six added to the impaid balance of the ride of the control of the control

is a contraction hereby warrand as contactly to and covering with, the said record to the first and property is a simple first trace of all here and one of the covering the c will combe such further a new control requirement

Combet the ter logs and improve in Sercon, and the right, reads, ways, for the and appoint access therein to belonging or in mywice appertuning.

Co have and to hold the above marthal hald and premies with the said martenass

real forever, provided that if the and northwayer, its successors of tentors or assums, do and built provide the said mortewer at successors of it due together with the interest thereon, a such when the same of the said and in the normalise do and shall perform all the coveracts herein. so that I de they this martyage built be void.

And it is flarced that until default be a ade in the precioses, the said mortgagor—may hold and possess the alarestid property, upon paying in the meantime, all taxes, assessments and public hears levied on said property, all which taxes, mortgage debt and interest thereon, the said is taxed in the level of the country of the pay when legall, then and able.

If the case of default being made in payment of the nortygage debt aforesaid, or of the interect the can, is which or in part, in a nor invarious cut, coverant or condition of this mortgage, then the case experted that is independent in the factor and deall at once become due and payable, and there is no experted to be the because in the total the said mortgages, it here hosts and empowered, it is the experted to be condent that the said mortgages, it here hosts and empowered, it is the experted to the property be reby nortgaged, or so much thereof as may be necessary at the experted more than a material to the purchase is the read, his, her or their heirs of the experted more than a name following town: By giving at least twenty days and the experted more than a name following town: By giving at least twenty days and the experted more than a name following town: By giving at least twenty days and the experted more than a name following town: By giving at least twenty days and the experted more following town: By giving at least twenty days and the experted more following town: By giving at least twenty days and the experted more following town: By giving the experted more following town: By giving the experted more following town and the proceed into my free such that the payment of all least to the payer of the payment of all least to the experted more following the experted more following the experted more following the experted of the configure, which is also belief of the above comparison shall be allowed and paid by the content of the experted more decreases belief of the above comparison shall be allowed and paid by the content of the experted more decreases begin and the experted more decreases begin to the payment of all the experted more following the ex

And decrete en in the receipt to insure forthwith, and pending the existence to keep a read by one in mance company or companies acceptable to the month of the error of our stem the resproyement on the hereby coortgaged land to the amount . III -- Dollars To be a very control of the control

And the and mortgagers as additional scenario for the payment of the indebtedness of section do the local of a local of a local of the contract of the contract of the scenario of falling due from and premise after default under this contract and the contract of local of the contract of such default, the contract of and collect all test and condition become action of forth.

Learn deviation of the premises the cortgagor, for themselves and their heirs, and personal rich existing the market of the cortgagor for themselves and their heirs, and personal rich existing the problem of the mortgagor is follows: (I) to deliver to the isosterious on the form March 15th of each year tax recipts evidencing the payment of all lawfully computed in provided and the mortgagor is or play and the content to invenient of all him for public improvessints within much days after the same dual become due and payable and to pay and discharge within pinety days after the same dual become due and payable and to pay and discharge within pinety days after the same dual become due and payable and to pay and discharge within pinety days after due date all conventions with the content of the problem of the property on this mortgagor or note, or in any other was for the problem of said property, or any part thereof, and upon the failure of the readspacer is to or the buildings on said property, or any part thereof, and upon the failure of the readspacer is to or the buildings on said property or an increase in the anomal of the mortgagor range tray demand the readspace of said buildings or an increase in the anomal of security or the institute or payable and of the mortgagor for an increase in the anomal of the continuous desired of their orders and the continuous forms of the debt hereby counted of their days shall constitute a breach of this markets are not and the mortgagor may, without notice, institute proceedings to foreclose this rectioned, and the continuous of the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgagor in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said property to acquired by any person, persons, partnership or corporation—other hours and profits of said property to acquired by any person, persons, partnership or corporatio

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100 306 MGE 239

Witness, the hand and seal of said mo	rtgagors
Attest:	
	P Dmt
6 14	Levis D. Metz (SEAL)
The Brald of Il a. C.	There met 198411
19	Helen E. Metz 8 [SEAL]
State of Maryland,	
Allegany County, to-wit:	
<u> </u>	
I hereby certify, That on this	9TH day of AUGUST
in the year nineteen Hundred and Fifty Fifty-	
a Notary Public of the State of Maryland, in and	for said County, personally appeared
LEWIS D. METZ AND HELEN E. METZ, HIS WIFE	,
the said mortgagors herein and each acknowle	edged the aforegoing mortgage to be their act
and deed; and at the same time before me also per	sonally appeared George W. Legge, Attorney and
agent for the within named mortgages and made o	ath in due form of law, that the consideration
in said mortgage is true and bona fide as therein of law that he had the proper authority to make t	set forth, and did further make oath in due form
and the same and proper addition to make t	mis attidavit as agent for the said mortgagee.
4.1117	
	7
S VILLANDESS my sand and Notarial Seal the d	lay and year aforesaid.
5 68 8 15	6
200	An y other
The the state of t	Notary Public.
	Treaty & doing
	Harping On 12
	Lie N. Legge Gily
	Seft 9.
STITLE AND PROPERTY.	
FILED AND RECORDED AUGUS	ST 10 "1954 at 2:00 P.M.
PURCHASE MONEY	.9
This Mortgage, Made this 97"	
year Nineteen Hundred and fifty-four b	Control of the Contro
Page N. Sencindiver and No	ry L. Mencindiver, his wife,
of Allegany County, in the State	te of Maryland, partial of the first part, here-
inafter called mortgagors, and First Federal Savin	age and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the Unit	of States of America of Attonio

LIBER 306 MGE 240

Four Thousand Three Hundred Seventy-five & 00/100 - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty-five & 79/100 - - (\$35.79) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtodness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on the southerly side of Fifth Street in Cumberland, Allegany County, Maryland, known and designated as Lot No. 18 in "South Side Addition" to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 70, folio 496 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the southerly side of Fifth Street where the same is intersected by the dividing line between Lots Nos. 17 and 18 in said addition, and then running with said dividing line South 35 degrees h minutes West 100 feet, then North 54 degrees 56 minutes West ho feet, then North 35 degrees 4 minutes East 100 feet to the southerly side of Fifth Street, and then with said Street South 54 degrees 56 minutes East 40 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Aron Lazarus, Jr. dated the 26th day of July, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sensions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collisteral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be estimated to and approved by Fire Insurance Companies as a fire risk, and from the to time make or cause to be made all needful and proper replacements, repairs, renewals, and

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LIBER 306 MGE 241

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The sald mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all llens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

Bind it is Barced that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty daya' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party seiling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Billothe sald mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Three Hundred Seventy-five & 00/100 - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtodness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagora, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit, commit or suffer no wante, impairment or deterioration of anid property, or any part thereor, and upon the failure of the mortgage is to each the immediate ceptyment of the debt hereby accured and the failure of the mortgagor is to eccurity, or the immediate ceptyment of the debt hereby accured and the failure of the mortgagor is to comply with saipl demand of the mortgagoe for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of and premises and account therefor as the Court may direct; (4) that should the title to the horein mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors written conse

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LIBER 306 PAGE 242

, before me, the subscriber,

Attest:

State of Maryland,

Allegany County, to-wit:

in the year nineteen Hundred and Fifty-four

I hereby certify, That on this 9TH

a Notary Public of the State of Maryland, in and for said County, personally appeared Page M. Sencindiver and Mary L. Sencindiver, his wife,

	the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.
STATE OF THE STATE	WITNESS my hand and Notarial Seal the day and year aforesaid.
	To Geo H. Lyge Gity
	FILED AND RECO.DED AUGUST 10" 1954 at 2:50 P.M.
	This Marigage, Made this 1078 day of AUGUST in the year Nineteen Hundred and fifty - 10ur by and between Eather H. Travia, widow.
	of Allegany County, in the State of Maryland, part I of the first part, here- inafter called inertgagors, and First Federal Savings and Loan Association of Comberland, a bedy corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgages. WITNESSETEE:
	This Minifester, Made this / Orwiday of August In the year Nineteen Hundred and fifty - I Our by and between

306 ma 243

Fifteen Hundred & 00/100 - - - - - (\$1500,00) - - - - - Dollars,

which said sum the mortgagors agree — to repay in installments with interest thereon from the date hereof, at the rate of $\frac{52}{2}$ per cent. per annum, in the manner following:

By the payment of Twenty-eight & 65/100 - - - (\$28,65) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors does give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground, lying and being on the westerly side of St. Marys Avenue known and designated as Lot No. 24, Block No. 9 in Johnson Heights Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 44 one of the Plat Records of Allagany County, Maryland, which said lot is more particularly described as follows, to-wit:

Avenue at the end of the first line of Lot No. 23, Block No. 9 in said addition and running then with said avenue South 2 degrees 51 minutes West 35 feet, then North 87 degrees 9 minutes West 130 feet to the easterly side of a 14.5 foot alley, then with said allay North 2 degrees 51 minutes East 35 feet to the end of the sacond line of said Lot No. 23 and then with said second line raversed South 87 degrees 9 minutes East 130 feat to the place of baginning.

. Baing the same property which was conveyed unto the party of the first part by deed of Maudie A. Hipsley, widow, dated July 7, 1954 and recorded in Liber No. 260, follo 300 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this implications.

USER 306 MGE 244

The said mortgagors hereby warrants generally to, and covenants with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to boid the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagor heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Hnd it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, piace, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Binothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred & 00/100 - - - - (\$1500.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endersed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, doeshereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do es mortgages on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgages property, on this mortgage on note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgageout. to keep the buildings on said property in good condition of repair, the morteagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgager to comply with said-demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest hereby secured, and the mortgages may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagers written consent, or should the same be encurobered by the mortgagers, without the mortgager's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing coven

Militers, the hand and seal of said mortgagors

Attest:

mes Etter M. Traves

um 306 MGE 245

State of Maryland, Allegany County, to-wit:

I hereby rertify, That on this 1074 day of 106017

in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Esther M. Travis, widow,

the said mortgagors herein and she acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notariai Seal the day and year aforesaid.

10 CO H 1 Cope Eng

FILED AND HE CORDED AUGUST 10 " 1954 at 9:20 A.M.

This Mortgage, Made this 9TH day of AUGUST

in th

year Nineteen Hundred and fifty-four by and between

Luigi Paoletti and Josephine E. Paoletti, his wife,

of Allegany County, in the State of Maryland, partiast of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Forty-five Hundred & 00/100 - - - - - (\$4500.00) - - - Dellars.

which said sum the mortgagues agree to repay in installments with interest thereon from

the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-fire & 59/100 - - - (\$35.59) - Delian on or before the first day of each and every receif from the date hereof, until the whole of said agricipal sum and interest shall be paid, which interest shall be cooperated by the calendar months of the color of t

USER 306 MGE 240

the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described preperty, to-wit:

All that lot or parcel of ground situated on the southeast side of Frederick Street, it being Lot No. 61 of Schlund'e Addition to the City of Cumberland, Allsgany County and State of Maryland and more particularly described as follows, to-wit:

Beginning for the same at a locust etake standing at

the point of intersection of the division line between the Bopps
whols property and the coutheast cide of Frederick Street
and the Schlunds/as shown on the plat of Bopps Addition which is recorded in Liber No. 1, folio 15 one of the Plat Recorde of Allegany
County, Maryland, said locust stake also standing South 65 degrees
21 minutes Weet 532.5 feet from the intersection of the couthswetsrly cide of Frederick Street and the southwesterly side of Edward
Avenue, and running then with the southeast side of Frederick Street
(True Bearings and Horizontal Measurements) North 65 degrees and 21
minutes Test 142-5/10 feet to a locust stake, then leaving the said
southeast cide of Frederick Street at a right angle South 24 degrees
and 39 minutes East 200 feet to a locust stake, then parallel with
Frederick Street, South 65 degrees and 21 minutes West 38 feet to the
seid Bopp-Schlund division line, then with the said division line North
52 degrees and 15 minutes West 225-65/100 feet to the beginning.

П

Being the same property which was conveyed unto the partial of the first part by deed of Walter P. Schlund and Charles E. Schlund, Executors, dated the 30th day of July, 1953 and recorded among the Land Records of Allegany County, Maryland in Liber No. 252, folio 98, and also being the same property which was conveyed unto the parties of the first part by confirmatory deed of Walter P. Schlund et al, Executors, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or whereis the Mortgages is the Beneficiary and which is held by the Mortgages as the Beneficiary and which is held by the Mortgages as the Beneficiary and which is held by the Mortgages as the Beneficiary and which is held by the Mortgages as

306 PAGE 247

The Mortgagors eovenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Coacther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein outheir part to be performed, then this mortgage shall be void.

And it is Bareed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the intercest thereon, in whole or in part, or in any ngreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leage, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be nt public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged iand to the amount of at least Forty-five Hundred & 00/100 - - - (\$4500.00) - - - Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to pince such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt

Hno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all isems for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after on the wasta, impairment or deterioration of said property, or any part thereof, and upon the fallure of the mortgage of to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repair of said buildings or an increase in the amount of security, or the immediate repair of and the introduced of the mortgage of the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreciose it, shall be entitled (without regard to the adequacy of any security, for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgage written consent, or should the same be encumbered by the

Josephine K. Proletti

974

a Notary Public of the State of Maryland, in and for said County, personally appeared Luigi Psoletti and Josephine K. Paoletti, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

[SEAL]

[SEAL] FREATT

day of AUGUST

_, before me, the subscriber,

Witness, the hand and seal of said mortgagors.

Attest:

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this

in the year nineteen Hundred and Fifty -four

310	authority to make this arridavit	as agent for the said mortgagee,
010	•	
TWITNESS my hand an	d Notarial Seal the day and year	aforesaid.
	E.	ed Littain
	Allra	ed d. X/ and
		Notary Public.
		impared and Mail d Balayered 27/3
	To	Second Milid Between 2018 Lecond Milit Between 2018 Lecond Milid Between 2018 Lecond Milid Between 2018 Lecond Milit Betwe
		sign y" 19 sy Cely
FILED AND RE	DRDED AUGUST 10" 1954	at 3:00 P.M.
PURCHASE MUNEY		
Chis Mortgage	, Made this 9th.	day of Clerent
in the year Nineteen Hundre	ed and Fifty -four	
		, by and between
Cornelius J. Begs	ent, Jr. and Catherine	M. Begeent, his wife
	NAME AND ADDRESS OF THE OWNER, OR OTHER DESIGNATION OF THE OWNER,	23.00
of Allega	DY County to a	
nest 100 of the first	County, in the	e State of Maryland

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Second National Bank of Cumberland, a national banking corporation with its principal place of business in Cumberland,

of

Allegany

County, in the State of Maryland

part y of the second part, WITNESSETII:

Unbercas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$8700.00 with interest at the rate of 4-1/2% per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 20 year period by the payment of at least \$55.05 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balanca to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00, whichever is less.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors,

All that lot, piece or parcel of ground lying in the City of Cumberland, Allegany County, Maryland, being a part of Lot No. 11 of Section "C" in the Cumberland Improvement Company's Northern Addition to Cumberland, which is described as follows, to-wit:

Beginning at a point on the southerly side of Shriver Avenue, distant, North 68 degrees 45 minutes West 170 feet from the intersection of the southerly side of Shriver Avenue with the westerly

then with Shriver Avenue, North 68 degrees 45 minutes West 30 feet, then at right angles to said avenue, South 21 degrees 15 minutes West 140 feet to a 20 foot alley, then with said alley, South 68 degrees 45 minutes East 30 feet to the end of the second line of a deed from the Real Estate and Building Company to A. M. Hixson dated Fabruary 6, 1923 and recorded among the Land Racorde of said Allegany County in Liber No. 143, folio 159, then with said sacond line raversed, North 21 degrees 15 minutes East 140 feet to the place of baginning, according to the plat of said addition recorded among the aforesaid Land Recorde in Liber No. 85, folio 339.

Being the same property which was conveyed unto the parties

of the first part by deed of Nellie E. Brooks Fisher and Waiter F. Fisher, her husband, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said Cornelius J. Bageant, Jr. & Catherine M. their

Bagent, nis Wife, / heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors EXECUTOR X X X ACCOUNTS TEXT OF assigns, the aforesaid sum of Eight-seven Hundred & 00/100 - - - - (\$8700.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said_ Cornelius J. Bageant, Jr. & Catherine M. Bageant, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Cornelius J. Bageant, Jr. and Catherine M. Bageant, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald. Second National Bank of Cumberland, its successors Harry I. Stegmaler heirs executors and ministrature and assigns, or... his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levicd, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Cornelius J. Bageant, Jr. & Catherina M. Bageant, his wife, their _heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their __representatives, helrs or assigns. And the said Cornelius J. Bagent, Jr. and Catherine M. Bageant, Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or 1ts successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-seven Hundred & 00/100 - - - (\$8700.00) - - - - Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgages, 12s successors. Aster or assigns, to the extent

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Kleste	rss, the hand and sent of said mortgagor e.	
rigila	A me con Cornelius of Bugget to	[SFAL]
lugala	A Me Catherine M. Bagewit	[SEAL]
wiate of	Maryland,	
Allegani	County, to-wit:	
	ereby certify. That on this 9th day of lugs	
in the year r	nineteen Hundred and Fifty -four , before me, the	subscriber.
	blic of the State of Maryland, in and for said County, personally appeared	
	ue J. Bageant, Jr. and Catherine M. Bageant, his wi	
and the	y acknowledged the aforegoing martgage to be their	
art and deed	and at the same time before me also personally appeared Joseph M. President of the Second National Bank of Cumberlan	d
the within na	med mortgagee, and made oath in due form of law, that the consideration	or mand
mortgage is t	rue and bona fide as therein set for forth.	1000
WITNES	S my hand and Notarial Seal the day and year aforesaid.	330
	20 016	7.50
	Char & Shu	2
	Notary	Public.

FILED AND RECORD ED AUGUST 10" 1954 at 3:40 P.M.

This Marigage, Made this 9 k day of August
in the year Nineteen Hundred and fifty-four , by and

by and between

JOHN S. PRICHARD and MARY ORR PRICHARD, his wife

County, in the State of Maryland

a PROSTBURG NATIONAL BANK, a national banking

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corporation duly incorporated under the laws of the United States of America, with its principal office in

mx Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Mirrras, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and leveral promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and alsigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do herebygive, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors heread assigns, the following property, to-wit:

All that lot or parcel of ground lying and being in Allegany County, Maryland, situated in the Town of Frostburg, on the southerly side of Union Street, and more particularly described as follows:

BEGINNING for the same at a point on the southwest side of Union Street North thirty-seven degrees twenty-seven minutes West forty-three feet from the corner of the coping at the end of the iron fence in front of Lutheran Church, and with said street, North thirty-seven degrees twenty-seven minutes West forty-two feet to the beginning of Methodist Church Lot, and with the fourth line thereof reversed and at right angles to said street, South fifty-two degrees thirty-three minutes West one hundred and sixty-five feet to Mechanic Street; thence with Mechanic Street South thirty-eight degrees twenty minutes East thirty-seven feet to the northwest corner of that lot which was conveyed by Louisa L. Lowndes to Marian Shaw, by deed dated May 31, 1887, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 63, folio 696; thence North fifty-two degrees thirty-three minutes East sixty-one feet; thence South thirty-eight degrees twenty minutes East five feet; thence North fifty-two degrees thirty-three minutes East five feet; thence North fifty-two degrees thirty-three minutes East one hundred seven and four-tenths feet to the place of beginning.

IT being the same property which was conveyed by Anna P. Prichard and her husband, to the parties of the first part herein by deed dated August 17, 1934, and recorded among the Land Records of Allegany County Maryland, in Liber No. 173, folio 16.

Congether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Agreed that until default be made in the premises, the said part ice of the

assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties __of the first part hereby covenant __ to pay when legally demandable.

But in ease of default being made in payment of the mertgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party... of the second part , 1ts successors hobexamentarexaministrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner nnd terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in ease of ndvertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or 1ts/nssigns, the improvements on the hereby mortgaged land to the amount of at least FOUR THOUSAND --- 00/100 - - (\$4,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of 1ts lieu or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

State of Maruland. Allegany County, to-wit:

I hereby certify, That on this 94 day of August in the year nineteen hundred and fifty-four a Notary Public of the State of Maryland, in and for sald County, personally appeared"

JOHN S. PRICHARD and MARY ORR PRICHARD, his wife acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true abona fide as therein set forth, and further made oath that he is

USER 306 PAGE 254

ny hand and Notariai Seai the day and year aforesaid.

Kulle-ne - Judd)
RUTH M. TODD Notsry Public

FILED AND RECORDED AUGUST 10" 1954 at 3:40 P.M.

This Morigage, Mude this 4th day of

in the year Nineteen Hundred and ___fifty-four

ELMER D. WARD and JULIA E. WARD, his wife,

of Allegany	County, in the State of	Maryland,
parties of the first part, and	FROSTBURG NATIONAL	BANK, a national bank
corporation duly incorporate	d under the laws of the Un	tted States of America,
with its principal office in		

of Froathurg, Allegany ____County, in the State of Maryland

party of the second part, WITNESSETH:

Wherrus, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of aix per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the aecond part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the aecond part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof. together with the interest thereon, including any future advances, the said parties of the first giva, grant, bargain and sell, convey, release and confirm unto the said part_Y__ of the second part, its successors links and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Frostburg, Allegany County, Maryland, and known as part of Lot No. 6 of Block No. 6 of, Beall's First Addition to Frostburg, which was conveyed by William F. Sullivan et ux to Elmer D. Ward et ux by deed dated September 15, 1951, and recorded in Deeds Liber 235, folio 267 among the Land Records of Allegany County, Maryland reference to which deed is hereby specifically made for a more particular description of said property.

Together with the buildings and Improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Frouthed, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party____ of the second part . its successors_ exacutance x milioinisticator or assigns, the aforesaid sum of together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said part iea ... of the first part may hold and possess the aforesidd property, upon paying in the menntime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pny when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party.... of the second part . ita succeasors. fortes, secure stress astronomic and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or By giving at least twenty days' notice of the time, pince, manner

agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses, incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the halance, to pay it over to the said parties of the first part their heirs, or assigns, and in ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies aucceasors acceptable to the mortgagee or its Lassigns, the improvementa on the hereby mortgaged land to and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to lnure to the benefit of the mortgagee , its successors assigns, to the extent of ____ ita llen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiuma thereon with interest as part of the mortgage debt.

Willess, the hands and seals of sald mortgager s.

MR 306 MG 256

· William: (as to Both) Westle m Todal Allia E. Ward [Seal] State of Maryland, Allegany County, to-mit: I hereby certify, That on this & the day of Mug web in the year nineteen hundred and fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared Elmer D. Ward and Julia E. Ward, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said Cashier of said Bank and duly authorized by it to make this affidavit. mangage in true and bona fide as therein set forth, and further made oath that he is the WYTH my hand and Notarial Seal the day and year aforesaid, Culto m - bodd Notary Public

FILED AND RECORDED AUGUST 10" 1954 at 2:40 P.M.

This Mortgage, Made this

in the year nineteen hundred and fifty-four

Paul R. Martin, widower,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculin as the context may require, and The Liberty Trust Company, a corporation duly incorporate



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the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

AL

Whereas, the said

Paul R. Martin, widower,

Forty-Nine Hundred (\$4900.00) - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said Indebtedness at the maturity thereof, together with the interest thereon, the said

Paul R. Martin, widower.

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that real estate, being Lot No. 18 and Lot No. 19 and part of Lot No. 20 of Avirett Place, a sub-division of the Rose Hill estate, in the City of Cumberland, Allegany County, State of Maryland, and particularly described as a whole as follows:

BEGINNING for the same at the intersection formed by the Easterly side of West Terrace with the Northerly side of Dunbar Drive and running thence with the Northerly side of Dunbar Drive, South 83 degrees 15 minutes East 70.4 feet; thence with the line parallel to Allegany Street, North 7 degrees 25 minutes East 75 feet to the Southerly side of a 10-foot alley; thence with the Southerly side of said Alley, it being parallel to Dunbar Drive, North 83 degrees 15 minutes West 70.4 feet to the Easterly side of aforesaid West Terrace, and thence with the Easterly side thereof, South 7 degrees 25 minutes West 75 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by the following deeds; deed from W. Carl Richars, Trustee, dated February 27, 1946, and recorded in Liber 207, folio 360; deed from Muriel Smythe Walton, dated November 3, 1945, and recorded in Liber 207, folio 362, and deed from Charles Alfred Walton, dated November 20, 1945, and recorded in Liber 207, folio 363, among the Land Records of Allerany Gounty, Maryland

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his helrs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Nine Hundred (\$4900.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, pro-

DEER 306 BAGE 258

vided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January assign in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgager hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and Once presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assume, or George R. Hughes . its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in number following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Nine Hundred (\$4900.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Paul R. Martin (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this / J day of August

in the year nineteen

(SEAL)

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Paul R. Martin, Widower,

and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said

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corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year whove written

FILED AND RECORDED AUGUST 10" 1954 at 2:15 P.m.

This Mortgage, Made this _____ 10th ____ day of

in the year nineteen hundred and Fifth cour,

by and between

Chartes Sloam Saville and Doro my May Saville, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Four The said Two Pundred rift; (34,250.00) Dollars, for which they have given their promissory note of even date herewith, parable on or lefte one year after date with interest at the rate of 6% per annua, in contal; payments on the oringinal unlinterest of not less than rifty (650.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, seil, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First: All that lot or parcel of ground lying and being situated on the West side of the Bedford Road and about 22 miles Northeasterly from the City of Cumberland, in Election District No. 5 of Allegany County, State of Maryland, Coontaining 2.55k acres, more or less, which is described and conveyed in the deed

. . . el. 3. 3. Saville and Dorothy .. Saville, has afe, lated , , , , et lim lim lim to 2.3, Tolio 332, months from Lam ecorus , , , , , ,

Second: All the rest of round line and the situated the rest of the second relative to the

. The cist services of the subject to a rind-way for a city of the city of the deed from the sloan state of the city date. The slope is the city of the city date.

Reference to all the locals are the ore obtaine is a way

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereinto belonging or in anywise appertaining, in fee simple forever

And it is agreed, that until default be made in the premises, the said Mortgagors—may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors—hereby covenant—to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors—shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgage shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of

HOUR 30ff PAGE 261

said commissions shall be allowed and paid as costs, by the mortgagors . Its. his. her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage. including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors - , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - of the second se and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lieu or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Charles Ston Saville (SEAL)

Sorothy May Saville (SEAL)

state of Maryland, Allegany County, to-wit:

I hereby Certify, that on this - 10th day of Algust, in the year nineteen hundred and Fift our, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

hartes Slow Saville and Drota, a Saville, is re,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Goorge C. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Wilness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written. William & Dudley.

X

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USER 306 PAGE 262

FILED AND RECORDED AUGUST 11" 1954 at 8:30. A.M.

	Hortgage, Made this Pifth day of Annat Anna	CORDATION TAX
in the ye	car Nineteen Hundred and Fifty Four , by and between	े बतार १०
	artir . Ri lo. o proth, L. ai le.on, ais aire,	
ef	County, in the State of wart Wire Late	
1	of de first part, and	
	Zr into, e corporation,	Pine 1AX
of	County, in the State of /ir_inic	
par ly	of the second part, WITNESSETH:	l

Whereas, the side walton in the amount of rought and all a ser, and the first and the first and amount of rought the first and amount of rought the first and amount of rought the first and amount of series and the consistence of the first amount of the first and amount of the first and amount of the first and amount of the first amount of the f

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said. __asltar___ Ri, ls wn and borothy

give, grant, bargain and sell, convey, release and confirm unto the said r rmers error to tak of logse, mest Vir inia, a corporation, its

heirs and assigns, the following property, to-wit:

All of that certain lot or parcel of ground situated in the Fills of Accoole, Aile any County, Meryland, and known and numbered on the plat of said village which appears among the Land Records of Allegany County, Maryland, In Dend Book 65, at page 322, as Lot No. 31 thereof, being approximately fifty (50) feet by one hundred fifty feet (150), situated at the corner of Davis Street and Maryland Avenue in McCoole, bounded on the East by Davis Street, on the West by Lot

UBER 306 PAGE 263

No. 32 as shown on the aforestid plat, on the worth by maryland Avenue, and on the South by Piedmont Alley, being the same lot or parcel of round which was conveyed to malter and higher and bereing L. higheren as Tennants by the Entireties from Arthur and Shanler, single, by bond bearing date the 24th day of octoor, 1946, and recorded among the Land Records of Alle any County Maryland, in pood mode No. 212, the ended.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _______part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said. naltur !. ... laman and Dorothy L. Ripleman, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and Interest thereon, the said Walter M. Rigglaman and Dorothy L. hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Farmers and erchants lank of Keyser, west Vir inte, a corporation, its heirs, executors, administrators and assigns, or__ Joseph A his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levled, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said ... Walter E. Riggleman.

And the said Walter M. Rigglaman and Dorothy L. Rigglaman
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its

in case of advertisement under the above power but no sale, one-half of the above commission

heirs or assigns, and

representatives, heirs or assigns.

release the Improvements on the hearter more and land to the amount of at least 2

and Dorothy L. Riggleman, their

shall be allowed and paid by the mortgagor its

policies issued therefor to b	Dollars, se so framed or endorsed, as in case of fires,
he mortgagee , its	
sion of the mortgagee , or hereon with interest as part	im herounder, and to place such policy or the mortgagee may effect said insurance of the mortgage debt
	ther M. Riggeman (SEAL)
	policies issued therefor to be mortgagee . Its them ries or classion of the mortgagee , or hereon with interest as part d and scal of said mortgager

State of Marylands, Alegany County, to-wit:

.

I herrhy rerify. That on this day of conjust
in the year ninetren Hundred and Fifty before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
and the M. Mig. leman and Dorothy L. Higheman, his wife,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared bloyd C. noor,
caphier for the cormers and Morohants bank of Reyser, W. Va., a
corporation,
the within named mortgagee, and made oath in due form of law, that the consideration in said
provinge is true and bona fide as therein set for forth.

WINNESS my hand and Notarial Seal the day and year aforesaid.

Thury Belle Kenglife.

ed and Mailed Delivered mie

FILED AND RECORDED AUGUST 11" 1954 at 8:30 A.M.

THIS DEED OF RELEASE, Made this /0. day of

, 1954, by and Lotweon rrea Hamill of the City of Aeyser, ineral County, west Virginia, Party of the first part, Grantor, and Walter M. Riggleman and Dorothy L. Riggleman, his wife, Parties of the second part, Grantoes, althessein:

That whereas the Grantees aforesaid were indebted to the slid and small in the shount of \$4,200.00, which indebtedness is evidenced of a cortain no otimula promissory note sated sy 17, 1954, with interest at 6, per annu, wherein the said Grantees are the makers and the said fred Hamill is the payer, which indebtedness and note is secured by a mortupe of certain real estate situated in the Village of accoole, Allegany County, ...srylend, being Lot No. 31 situated at the Corner of Davis Stroet and Maryland Avenue in said village of Accoole, which mort a o is recorded among the Land Records of Allegany County in Nortege Volume 304, at page 488,

And whoreas all of the principal, interest and other clarges connected with the said indebtodness and note have been fully paid and satisfied.

NOW, THEREFORE, the said Fred Hamill doth heroby grant, roleaso, and confirm unto the said Grantees the real estate above described, free and clear of the lien of said mortgage which shall henceforth be of no effect,

TO HAVE ALD TO HOLD the same unto the said Walter M. Righteman and Dorothy L. Riggleman, his wife, their hoirs and assigns in fee simple forever.

IN WITNESS WHEREOF the said Fred Hamill has affixed his signature and seal this the 10 day of august, 1957

a.L. Matlish

Thed I tamull

STATE OF WEST VIRGINIA.

COUNTY OF MINERAL, TO-WIT:

I, Jany belle Kempher, a Notary Public in and for the said County and State aforesaid, do hereby certify that Fred Hamill, whose name is signed to the foregoing Deed of Release has this day acknowledged his signature to be the same before me in my said County.

> My commission expires Sec. 9,1963 Given under my hand this 10 day of August



FILED AND RECO:UED AUGUST 11" 1954 at 10:00 A.M.

PURCHASE MONEY

This Morinage, Made this 10th. day of

August

in the year

Nineteen Hundred and Fifty-four

by and between

WALTER J. RISSLER and GERTRUDE A. RISSLER, his wife

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as weii as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Aliegany County, Maryland, the mortgagee herein, in the full sum of Ten Thousand and Five Hundred - - - - - - - - - - - - - - - - oo/oo (\$10,500.00) with interest at the rate of four & 1/per centum (42%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Fifty-eight - - - - - - 37/00 Dollars. October (\$ 58.37) commencing on the lst. . 195 4 day of day of each month thereafter until the principal and interest are 1st. and on the fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 10th. day of August, 1979 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Walter J. Rissler and Gertrade A. Rissler, his wife,

domkhereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL the surface of that piece or purcel of ground cituated in Election District No. 11, and lying and being on the Easterly cide of Centennial Street in the town or Frostburg, Allegany County, Maryland, and known as the whole of Lete Mumbers One (1) and Two (2) of The Consolidation Coal Company's Amendment to the Plat of The Frostburg Coal Company's Third Addition to the Town of Freetburg, which said amended plat is filed in Plat Case No. 124 among the Plat Records of Allegany County, Maryland; and which lete herein intended to be conveyed are particularly described

Maryland; and which lote herein intended to be conveyed are particularly according to recent resurvey as follows:

REDERING for the same at the end of the first line of Lot No. 5 as laid out upon the aforestid amended plat, said point being also on the Ensterny eide of Contennial Street and the beginning of Lot No. 3, and running thence with Contennial Street and the combined frontages of Lote. 1 and 2, North 30 degrees 06 minutes Nort 106.75 foot to a stake, thence North 15 degrees 56 minutes Enst 56.34 foot to the division line between the herein described property and the lands of the Borden

said division line, South 66 degrees 50 minutes East 152.95 feet to a stake (distance edjusted), South 53 degrees 29 minutes East 15.14 feet to a stake etanding at the end of the second line of the aforesaid Let No. 5, and with said line reversed, South 59 degrees 54 minutes West 142.57 rest to the beginning.

BKING the same property which was conveyed to Jesse C. Fuller of al, by deed from the said Walter J. Riseler et ux, dated March 10, 1956 and recorded in Liber No. 259, 2014-203 among the Year Research 0.0 dillegant fourth.

folio 205 among the Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Walter J. Rissler and Certrude A. Rissler, his wife, by deed of even date herewith from the said Josse C. Fuller and Ethe P. Fuller, his wife, and William H. Fuller and Thelma C. Fuller, his wife, which is intended to be recorded among said Land Records of Allegany County Maryland, simultaneously with this Mortgage, which is executed to secure a part e purchase price of the above described property and is, in whele, A FURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public fiens levied on said property, all which taxes, mortgage debt and interest thereon, and aii public charges and assessments, the sald mortgagor hereby covenants to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shail be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Aliegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the Improvements on the hereby mortgaged land to the amount of at least

Ten Thousand and five hundred - - - -(\$ 10,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagos may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgages for a period of sixty and constitute according to the said and the s

mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readiustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are bereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties

WITNESS the hand and seal of said mortgagor.

ATTEST:

. .

Rayph M. Race Ralph M. Race

HALTER I RISSLER

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 10th. day of August in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

WALTER J. RISSLER and GERTRUDE A. RISSLER, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared to the their respective. FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written,

A gae 46 Colarge Ore

19 Se Jeostburg

FILED AND RECORDED AUGUST 11" 1954 at 10:10 A.M.
This Mortgage, Made this 10th day of August
in the year Nineteen Hundred and Fifty Four, by and betwee
WILLIAM BURKETT and BERTHA BURKETT, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and
BERNARD C. PRESTON and IRENE M. PRESTON, his wife,
- A 3 3
of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH:
Wibereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Four Thousand Five Hundred Dollars, (\$4,500.00), which said sum the parties of the first part promise to pay unto the parties of the second part at the rate of Fifty Dollars, (\$50.00), annum, with interest thereon at the rate of Six Per Cent (6%) Per interest.
The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.
· · · · · · · · · · · · · · · · · · ·
Pom Therefore :
How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said
parties of the first part
do give, grant, bargain and sell, convey, release and confirm unto the said
parties of the second part, their
heirs and assigns, the following property, to-wit:
All that lot or parcel of ground situate and lying in or near the Village of Mount Savage, Allegany County, Haryland, and more particularly described as follows, to-wit:
BEGINNING for the same at an iron stake driven in the ground near the oressing of the County Road and The Union Mining Company's Tram Troad to the fire clay mine, marked on plat "Beginning", running Morth 36 degrees 15 minutes East 105 feet to a stake; thence North 25 feet to a stake; thence South 71 degrees East 210 feet to a stake; thence South 4 degrees West 465 feet to a stake; thence South 86 degrees 30 minutes West 325 feet to a stake; thence North 5 degrees East 150 feet to a stake, them North 18 degrees 15 minutes East 200 feet to the place of beginning; containing three and seventy one hundredths (3-70/100) acres, more or less.

William Burkett and Bertha Burkett, his wife, by Ruth A. Robison, Vidow, by deed dated the day of August, 1954, and duly recorded among the Land Records of Allegany County, Maryland.
Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Drovided, that if the said parties of the first part,
their heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their heirs,
executor 3, administrator for assigns, the aforesaid sum of
Four Thousand Five Hundred Dollars, (\$4,500.00),
•
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said.
parties of the first part
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
more page deve and another micrority and another micrority and
But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said.
parties of the second part, their
helrs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said.
parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, helrs or assigns.
End the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgages or their heirs or
assigns, the improvements on the hereby mortgaged land to the amount of at least
and to cause the policy or policies insued therefor to be no formed on endered as in case of firm
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagess, their heirs or assigns, to the extent
of their iien or claim herounder, and to place such policy or policies forthwith in possession of the mortgages a, or the mortgages gnay effect said insurance
and relies the complete therein with interest as part of the contrast debt

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Hittiess, the handmind scale of said mortgagor s. Attest: Betta Burkett [SEAL]

BERTHA BURKETT Plate of Marylann, Allegany County, to-wit: 10th I hereby certify, That on this in the year nineteen Hundred and Fifty Four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William Burkett and Bertha Burkett, his wife, each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Bernard C. Preston and Irene M. Preston, his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Edwar H Sque Geo & Legge on FILED AND RECORDED AUGUST 11" 1954 at 2.15 P.M. PURCHASE MONEY This Morigage, Made this OFN day of August, year Nineteen Hundred and fifty four by and between Freddie D. Lusader and Lelia I. Lusader, nie wife, of Allegany County, in the State of Maryland, part_lasof the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-

land, party of the second part, hereinafter called mortgages.

WITNESSETH:

Three Thousand Four Hundred (\$3400.00)

Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from

ı

the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Twanty Savan and 79/100 (\$27.79)

Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain tract or parcel of land lying near the Twenty First Bridge in Election District No. 31, in Allegany County, Maryland, and described by metes and bounds as follows, to wit:

Beginning at an iron stake in the north boundary line of the road leading from the McMullen Highway (U. S. Route No. 220) to the Village of Twenty First Bridge, located South 25 degrees West 28.3 feet from a large pointer marked hickory, tree, last corner of a tract of 6.77 acres conveyed to Clarence Clark by Harvey Gordon and wife, and running then with a portion of the fifth line thereof reversed (bearings M. B. 1948) North 24 degrees 25 minutes East 300 feet to a post in a new wire fence, then making new division lines by continued vernier readings South 65 degrees 15 minutes East 150 feet to an iron stake, then South 24 degrees 45 minutes West 305.65 feet to an iron stake in the road boundary first above mentioned, and then with same North 63 degrees 5 minutes West 150.1 feet to the place of beginning, containing 1.04 acres by calculation.

Being the same property which was conveyed unto the parties of the first part by deed of Haroid E. Stewart et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presente.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that Thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager 8, their being mortgager 8, their

LIBER 306 PAGE 27:

or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1rpart to be performed, then this mortgage shall be void.

Bnd it is Bgreed that until default be made in the premises, the said mortgagor 8 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 8 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lezge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale incidding taxes, and a commission of eight per eent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Four Hundred (\$3400,00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all ilens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, the heir heirs and personal representatives and assigns, without the mortgagoe's written consent, then the whole of

Withtess, the hand and seal of said mortgagors

Attest:		
8 14	FREDDIE D. LUZAPER	(SEA)
Clared Nama	Lette of Branch	(SEAI
		_[SEAL
		_[SEAL

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State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 10 TH day of August, in the year nineteen Hundred and Fifty Four ___, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Freddie D. Luzader and Lelia I Luzader, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made outh in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

with the day and vear aforesaid.

FILED AND RECORDED AUGUST 11" 1954 at 3:10 P.M.

70 6-2-	an	On Real and	Personal	Property		
GIUR	Mortgage;	Made this	llth	day of	August,	
in the year	Nineteen Hundred		fty-four		by and	between

part ies of the second part, WITNESSETH:

- V

CARL J. BLANK, JR., and ANNA MARY BLANK, his wife, Allegany County, in the State of Maryland parties of the first part, and T. JOSEPH CONDRY and PEARL F. CONDRY. his wife, Allegany County, in the State of Maryland

Whereus, the parties of the first part are justly indebted unto the parties second part in the full and just sum of \$5,000,00 this day loaned the

UBER 306 PAGE 275

parties of the first part by the parties of the second part, the receipt whereof is hereby acknowledged, which said sum shall be repaid by the parties of the first part to the parties of the second part, together with interest thereon at the rate of 6% per annum in monthly installments of \$40.00 each which installments include both principle and interest, which interest shall be calculated and credited semi-annually. The first of said installments shall become due on January 15, 1955, and shall continue monthly thereafter until the full amount of said principle and interest is paid. It is further understood and agreed that interest shall be paid monthly on this indebtedness on September 15, October 15, November 15, and December 15, 1954. The parties of the first part shall have the right to increase the aforementioned monthly payments or pay this mortgage off at any time.

AND WHEREAS, this mortgage shall also secure futtors advances as provided by Section 2 of Article 65 of the Amounted Code of Maryland (1939 Edition) as repealed and resenacted, with a mendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Num Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies—of the first part do herebygive, grant, bargain and sell, convey, release and confirm unto the said parties—of the second part—their

FIRST PARCEL: All that lot or parcel of ground situated on the Northeast side of the roadway running along the southwest boundary of the whole lot as conveyed by William H. Michaels, widower, to Chara H. Lavin, et vir, by deed dated April 26th, 1941, and recorded in Liber No. 190, folio 525, one of the Land Records of Allegany County, and being a part of the lot described as "Second" in said deed, the part hereby conveyed being described as follows:

BEGINNING for the same at an iron stake standing on the northeast side of the said roadway, said stake also stands South 20 degrees and no minutes West 215-3/10 feet from the most northeasterly corner of the Clara H. Lavin dwelling situated on the said whole property, and running thence, magnetic bearings as of May, 1952, and with horizontal distances. North 20 degrees and no minutes East 95-7/10 feet to an iron stake standing South 20 degrees and no minutes West 119-6/10 feet from the said northeasterly corner of the Clara H. Lavin dwelling, thence at right angles to the last named property line, North 70 degrees and no minutes west 63-95/100 feet to an iron stake, thence at right angles to the last named line South 20 degrees and no minutes West 87-5/10 feet to an iron stake standing on the said northeast side of the roadway, thence with said northeast side of said roadway, South 62 degrees and 41 minutes East 64-6/10 feet to the beginning, containing 13/100 of an acre more or less.

IT being the same property which was conveyed by Clara H. Lavin et vir to Carl J. Blank et ux by deed dated July 17, 1/54, and recorded in Deeds Liber 260, folio 223, among the Land Records of Allegany County, Maryland.

SECOND PARCEL: One Plymouth two-door used sedan, 1952 model, serial No. E 724550, of the State of Maryland Department of Motor Vehicles.

Consther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

	thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
	due and payable, and these presents are hereby declared to be made in trust, and the said part ies
	of the second part their heirs, executors, administrators and assigns, or
	COBEY, CARSCADEN and GILCHRIST— its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he'rs or assigns; which sale shall be made in manner following to-wit:— By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public anction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of cight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over
	to the said part ies of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed
	and paid by the mortgagor s their representatives, heirs or assigns.
	And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least. FIVE THOUSAND Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
	Hitness, the hand s and seal s of said mortgagors
	Witness: Card J. Blank Jr. [Sent] CARL J. BLANK, JR. Mary Blank [Seat]
1	State of Maryland,
	Allegany County, to-wit: I hereby certify, That on this 11th day of August
	n the year nineteen hundred and Fifty-four , before me, the subscriber
	Notary Public of the State of Maryland, in and for said County, personally appeared CARL J. BLANK, JR., and ANNA MARY BLANK, his wife,
	nd they acknowledged the aforegoing mortgage to be their
a	
	ct and deed; and at the same time before me also personally appeared T. JOSEPH CONDRY
	and PEARL F. CONDRY, his wife,
r.	ne within named mortgagees snd made oath in due form of law, that the consideration in said
m	ortgage is true and bona fide as therein set forth.
5	
	William hand and Notariai Seal the day and year aforesaid.
	Weinfred Q Bigler

UBER 306 PAGE 277

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FILED A'D & CO.DED AUGUST 11" 1954 at 3:10 P.A.

This Mortgage, Made this 11" day of August . 1954 .

by and between ANTHONY LaPORTA and BEATRICE LaPORTA, his wife

Allegany

County, Maryland, part of the first part, herein after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

on his FIFTEEN AND SEVEN#THIRTEENTHS----- (15-7/13) SHARES of its stock.

Rnd Unbereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of -----NINETEEN and 72/100-----

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And unbercas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Flow Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in Beall's First Addition to the Town of Frostburg, on Charles Street, and being a part of all that lot or parcel of ground which was conveyed to Ulysses Hanna by Walter W. Wittig and wife by deed dated October 14, 1920, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 134, folio 571, said part hereby intended to be conveyed being more particularly described as follows:

BEGINNING for the same at a point on Charles Street, North forty degrees West twenty-five feet from the place of beginning of the whole lot of which this is a part, and running thence with part of the fourth line of said whole lot reversed, North forty degrees West twenty-five feet to the beginning of said fourth line; thence with the third line of said whole lot reversed, North fifty degrees East sixty-three and one-half feet; thence with part of the second line of said whole lot reversed, South forty degrees East twenty-five feet; thence running across said whole lot by a line parallel to the first line thereof, South fifty degrees West sixty-three and one-

half feet to the place of beginning.

IT being the same property which was conveyed by Ethlyn H. Hanna to Anthony LaPorta et ux, by deed dated October 25, 1948, and recorded in Deeds Liber No. 223, folio 52, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(§) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and lusurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to Insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

End the Mortgagor does further covenant and agree:

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- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever it larger, for each payment more than five days in ar-cears, to cover the extra expense involved in handling delinquent payments.

But it is Barcco that until default be made in the premises, the Mortgagor, his heirs, percitatioscoper Ignor or assigns, may hold and possess the aforesaid property.

But on case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and poyable; the warver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a warver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Society and Loon Society of Frostbary, Margiand, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers the reof. making of such sale, and to grant and convey the suid property to the purchaser or purchasers thereof, making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, hes, her, or their heirs and assigns, which said sale shall be under in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public ancion, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient purceis, as may be deemed advisable by the person seding; and the proceeds arising from said sale shall be applied, and, as to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party seding or making said sale; secondly, to the payment of all claims of said Mortgages, its successors and assigns, owing mater this mortgage, whether the said shall have matured or not, including all advances ogether with interest thereon is herein provided; and the lumines (if any there be) shall be paid to the Mortgagor, his personni representatives, here or as-Main rave matures or not, including an advance sogether with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personni representatives, here or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor,

The coverants herein contained shall bind, and the benefits and advantages shall mure to the respective here, personal representatives, successors and assigns of the parties hereto. Whe sever used, the require minutes shall include the plural, the plural the singular, and the use of any gender shall

Witness, the signature and seal of the part of the first part on the day and year above written. WITNESS as to all; BEATRICE LAPORTA (SEAL) State of Maryland, Allegany County, to-wit: I hereby rertify, That on this 11" before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ANTHONY LaPORTA and BEATRICE LaPORTA, his wife----the Mortgagor herein, and acknowledged the aforegoing instrument of writing to be their

respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such

Witness my hand and Notarial Seal.

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FILED AND RECORDED AUGUST 12" 954at 12:20 P.M.

200	m-n-1	bell and the	-	Money
- 14	PU.	348.29		a onev

This Mortgage, Made this 1174 day of AUGUST	in the
year Nineteen Hundred and fifty - 1005 by and between	30.00
Richard L. Hlake and Home A. Blake, his wife	

of Allegany County, in the State of Maryland, part lessof the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

1

Thelve Thousand, one hundred and thirty & 57/100 - - - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of his per cent, per annum, in the manner following:

By the payment of Sexenty-aix & 75/100 - - - - (\$75.78) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesting the hereinafter described premises, and (3) towards the payment of the aforesting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situate on Montgomery Avenue in the Cumberland Heights Addition in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 16 of Block No. 16 on the plat of the said addition recorded in Liber No. 1, folio 45 and more particularly described as follows, to-wit:

Beginning on the easterly side of Montgomery Avenue at the end of the first line of Lot No. 45 of Block No. 16, said point being distant, South 7 degrees 42 minutes West 70 feet from the intersection of the easterly side of Montgomery Avenue and the southerly side of a 20 foot alley connecting Louisiana Avenue with Montgomery Avenue; and running then with the easterly side of Montgomery Avenue, South 7 degrees 42 minutes West 35 feet; then at right angles to said avenue, South 82 degrees 18 minutes East 130 feet to a 20 foot alley; then with it, North 7 degrees 42 minutes East 35 feet to the end of the .second line of Lot No. 45; and with it reversed, North 82 degrees 18 minutes West 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Clyde S. Slider and Catherine E. Slider, his wife, of even

date, which is intended to be recorded among the Land Records of Allegary County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall miso secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collared for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant—to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all need ui and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is Improved as herein stated and that a perfect fee simple title is conveyed herein free of all llens and encumbrances, except for this mortgage herein, and do covenant that—they will execute such further assurances as may be requisite.

Together with the huildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described and and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager E, their lieirs, executurs, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on other part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty daya notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryiand, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such saie including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twalve Thousand. One Hundred Thirty & 57/100 Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its iten or claim mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recips evidencing the payment of all law-

dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgager—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgageors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgageors written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgageo's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:		.) 1 2510	
19-9	1//	Richard Collake	[SEAL]
(Jacob X	Tan	Rose A. Blake	[SEAL]
State of Alars	Lund		

ot maruland. Allegany County, to-wit:

I hereby certify, That on this 11 TH day of AUGUST in the year nineteen Hundred and Fifty - Four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Richard L. Blake and Rose A. Blake, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Wir has my hand and Notarial Seal the day and year aforesaid.

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FILED AND RECOIDED AUGUST 12" 1954 at 12:20 P.L.

,	FILED AND RECORDED MODEST IZ- 1994 Bt 12-20	P
This Mortga	IR. Made this 97% day of AUGUST	in the
year Nineteen Hundred and fifty-four by and between		
	Carney and Mary A. Carney, his wife,	
corporate, incorporated i	llegany County, in the State of Maryland, partles of the first rs, and First Federal Savings and Loan Association of Cumberls under the laws of the United States of America, of Allegany Counder the laws of the United States of America, of Allegany Counder the laws of the United States of America, of Allegany Counder the laws of the United States of America, of Allegany Counder the Laws of the United States of America, of Allegany Counder the Laws of the United States of America, of Allegany Counder the Laws of the United States of America, of Allegany Counder the Laws of the Counter the Laws of the	and a bade
Unbereas, the	said mortgagee has this day loaned to the said mortgagors, the dred Fifty & 00/100 (\$5850.00)	he sum of

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of be per cent. per annum, in the manner following:

By the payment of Thirty-seven & 03/100 - - (\$37.03) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

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All that lot or percel of ground lying and being on the westerly side of Lee Street in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 106 of the original town lots of Cumberland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of
Lee Street at its intersection with a line drawn through the center
of the division wall between brick houses Nos. 216 and 218 Lee Street,
said beginning point being distant 112.2 feet measured in a northerly
direction along the westerly side of said Lee Street from the northerly side of Beall Street, and running then with the westerly side
of Lee Street North 7 degrees 40 minutes East 18.8 feet, then by a
line parallel with Beall Street North 82 degrees 40 minutes West
75.5 feet, more or less, to the end of the second line of the deed
from W. Royee Hodges et al, to Robert W. Chishelm and Lois F. Chishelm,
his wife, dated March 10, 1947 and recorded in Liber No. 214, folio
49 Allegeny County Lend Records and running then with a part of the
said second line of said Chishelm deed reversed South 6 degrees 30
minutes West 18.5 feet to intersect a line drawn through the center of

the aforesaid division wall, then reversing said intersecting line and with the center line of said division wall and the same extended. South 82 degrees 20 minutes Fast 75.5 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frederick L. Yeager and Leona P. Yeager, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

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It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or ln anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor e hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagora, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of the successors of assigns, the improvements on the hereby mortgaged land to the amount of the successors of assigns, the improvements on the hereby mortgaged land to the amount of the successors of assigns, the improvements of the successors o

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and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness bereby secured, do—hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be recessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage or or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental lavies that may be made on the mortgage within ninety days after due date all governmental lavies that may be made on the mortgage within ninety days after due date all governmental lavies that may be made on the mortgage within ninety days after due date all governmental lavies that may be made on the mortgage within ninety days after due date all governmental lavies that may be made on the mortgage within ninety days after due date all governmental lavies that may be made on the mortgage within ninety days after due date all governmental lavies that inspairment or deterioration of said property, or any part thereof, and upon the failure of the root government of the inspairment of said property in good condition of repair, the mortgages may descard the inspairment of the debt hereby secured and the failure of the mortgages may be inspaired by any beginning of the mortgages of thirty days shall constitute a breach of this reordence and at the option of the mortgage, including the mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged by matu

Witness, the hand and seal of said mortgagors .

rected,		
B 14	John J. Carney	[SEAL]
Shall & Manin	Mary a Carrier	[SEAL]
State of Maryland,		
Allegany County, to-wit:		
I hereby certify, That on this_	974 day of Av	6057
in the year nineteen Hundred and Fifty-four		the subscriber,
a Notary Public of the State of Maryland, in an	d for said County, personally app	eared
John J. Carney and Ma	ery A. Carney, his wife,	
the said mortgagors herein and they acknow and deed; and at the same time before me also pe agent for the within named mortgagee and made in said mortgage is true and bona fide as therein of law that he had the proper authority to make	rsonally appeared George W. Leggo oath in due form of law, that the set forth, and did further make on	e, Attorney and

WITNESS my hand and Notariai Seal the day and year aforesaid.

Williams N

of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

How Lotton Notary Public.

FILED AND RECORDED AUGUST 12" 1954 at 10:15 A.M.

This Mortgage, Made this 974 day of August in the year

Nineteen Hundred and Fifty -four by and between

ALONZO E. HOWSARE and GLADYS SKIDMORE HOWSARE, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

. . . .

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of ONE THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - Dollars (\$ 1,500.00) with interest at the rate of Six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

TWENTY-FIVE AND 00/100 - - - - Dollars,) commencing on the 9r H (\$ 25.00 day of SEPTEMBER and on the 9TH day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 970 day of August, 1960 . 1954 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - - - - - -

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit;

ALL the surface of all that tract or parcel of land lying and being in Election District No. 30, of Allegany County, Maryland, situate in the Village of Borden Mine about one mile Northerly of the Town of Frostburg and on the Northerly side of the Borden Road and being more particularly described as follows: HEGIRMIND at a stake standing in a fence line, which stake bears North 63 degree 17 minutes West 680.68 feet from Stone #167.

17 minutes West 680.68 feet from Stone #187, a common corner between lands of the Borden Mining Company and lands formerly owned by the Consolidation Coal Company; thence, leaving the smid Borden Road and passing Northerly of, and about six feet from a community well, North 76 degrees 9 minutes East 37.86 feet to a stake standing in a wire fence line; thence generally with this said wire fence line, North 16 from a community well, North 75 degrees 9 minutes East 37.85 feet to a stake standing in a wire fence line; thence generally with this said wire fence line, North 16 degrees 58 minutes East 85.09 feet to a stake standing in this said fence line, and Westerly of an unimproved lame traversing lands of the Borden Mining Company; thence, still with said fence line, generally, and still Mesterly of the said lane, North 9 degrees 25 minutes West 86.35 feet to a stake standing on the Southerly edge of a second lane; thence, with the said Southerly edge of this second lane and still with

the aforementioned wire fence line, South 88 degrees 40 minutes west 104.12 feet to a stake etanding mear a fence corner; thence, leaving the edge of the said second lane and generally with a wire fence line, South 9 degrees 52 minutes west 155.15 feet to a stake near the Northerly edge of the Borden Road; thence South 76 degrees 50 minutes East 88.6 feet to the beginning, Containing .48 acre, more or less.

REING the same property which was conveyed to Hazel M. Wilson by deed from the Borden Mining Company, dated Fabruary 27, 1954 and recorded in Liber No. 257, folio 9, one of the Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Alonzo E. Hownard and Gladwa Skidmore Hownard, his wife, by deed from the anid Hazel M.

HEING ALSO the same property which was conveyed to the said Alonzo E. Howsare and Gledys Skidmore Howsare, hie wife, by deed from the said Hazel M. Wilson, widow, of even date herewith, which is intended to be recorded among said Land Racords simultaneously with this Mortgage, which is executed to secure a part of tha purchase price of the above described property and ie, in whole, a FURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auetion for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

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To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its auccessors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

ONE THOUSAND FIVE HUNDRED AND NO/100 - - - (\$ 1,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their iten or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in increase in the amount of security, or the immediate repair of said buildings or an the failure of the mort over to comply with all dense to more the period of sixty

days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, purtnership or corporation, other than the mortgager, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgager's written consent, or should the same be encumbered by the mortgager, his heirs, personal representatives or assigns without the mortgager's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagor that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Rendiustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof hall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bend the several heirs, executors, administrators, successors and assigns of the respective parties

WITNESS the hand and seal of said mortgagor.

ATTEST:

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RACHEL KNIETIEN

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 978

day of August

in the year Nineteen

CLANDED E. HOWSARS

Hundred and Fifty -four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ALCMZO E. HOWSARE and GLADTS SKIDMORE HOWSARE, his wife,

and sack acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared the foregoing mortgage. The same time, before me also personally appeared the foregoing true and the same time, before me also personally appeared the foregoing true and the said mortgage. Although the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said the forest true and forther in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

HOUSE KHIERIEN Notary Public

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FILED AND RECORDED AUGUST 12"1954 at 1:40 p.m.

THIS MORTGAGE, Made this 10 44 day of August 1954, by and between ROBERT J. DICKEL and CHARLOTTE L. DICKEL, his wife, of Allegany County, Leryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the lawe of the United States, party of the second part, WITNESSETH:





whereas, the parties of the first part are justly and bone fide indebted unto the party of the second part in the full end just sum of Two Thousand Seven Hundred (\$2,700.00) Dollars, with interest from date at the rate of six per cent (6%) per ennum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Twenty Two Dollars and Seventy Nine Cents (\$22.79) beginning on the 10th day of September, 1954, and a like and equal sum of not less than Twenty Two Dollars and Seventy Nine Cents (\$22.79) on the said 10th day of each and every month thereefter. Said monthly payments to be epplied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due end payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, end in order to secure the prompt payment of such future advences, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the eforesaid mortgage indebtedness, and not exceeding in the eggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs or any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot or parcel of ground being part of lot known as Lot "F" in a subdivision of original Lots Nos. 3 and 4, Cresap Park Addition, situated near Cresaptown, Allegany County, Maryland, plats of which said Grosso Park addition and for the subdivision of

LIBER $306\,$ PAGE $290\,$

original Lots Nos. 3 and 4 being filed among the Land Records of Allegany County, Maryland, said part of Lot "F" hereby conveyed being described as follows:

a point on hundred feet from the end of the first line of lot "F" as conveyed by Caleb J. White to Edison S. Bowman and Olive N.

Bowman, his wife, by deed dated September 3, 1929, and recorded among the Land Records of Allegany County aforesaid, in Liber No.

161, folio 427, and on the second line thereof, and running thence South sixty-one degrees thirty minutes West one hundred feet to the end of the third line of original Lot No. 3 of Cresap Park Addition, thence with part of the fourth line thereof, North thirty-one degrees West forty feet, thence North sixty-one degrees thirty minutes East one hundred feet, thence South thirty-one degrees East forty feet to the place of beginning.

It being the same property conveyed to the parties of the first part by Oliver W. Lewis and Mary Lewis, his wife, by deed dated the 1st day of August, 1951, and recorded among the Land Records of Allegany County, Maryland, in liber No. 234, folio 597.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred (\$2,700.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally damandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all

interest, enalties, and legal charges thereon, and collect the same vit. Interest is lart of this contrage debt.

But in case of de'ault being made in payment of the mortinge pent iforesaid, or if the interest thereby, in whole or in cort, or in any or ement, covenant, or condition of this morths e, then the entire orthogothett intended to be dereby secured, including such future savances as may be made of the arty of the recons and to the entire of the first part as tereinnefore et forth, shall at ouce secons que au payable, and these resents are sereby declared to be made in trust, and the said party of the second part, its succe pors or assists, or Talter 3. Capper, their duly constituted attorney or agent, are hereby suthorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or essigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the tire, place, manner and terms of sale in some newspaper published in allerany County, Laryland, which said wale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Seven Hundred (\$2,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said

175FR 306 PAGE 292

insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITWESS the hands and seals of the said mortgasors.

TITHESS as to eath:

Nobert & Dicket (UEAL)

Charlotte S. Dickel SEAL)
CHARLOTTE L. ICKEL

STATE OF MARYLAND, ALL: GANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th day of August 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT J. DICKEL and CHARLOTTE I. DICKEL, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT $\ensuremath{\mathbb{N}}_{\bullet}$ TLEBAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in one form of law that the consideration in said martgage is true and bond fide as therein set

TITNESS my hand and Notarial Seal.

NOTARY FUBLIC
My Commission expires May 2, 1955

To Joseph and Ma led somewood Mr &

FILED AND RECORDED AUGUST 13" 1954 at 10:204.L.

This Mortgage, Made this 22 4 day of July
in the year Nineteen Hundred and Fifty-four, by and between
of Allegany County, in the State of Maryland
parties of the first part, and Local 676 Federal Gradit Union, a company organized and existing under the laws of the United States
ofCounty, in the State of
Unbereas, The said parties of the first part are indebted
unto the party of the second part in the full and just amount of Ome Thousand Six Hundred Dollars (\$1600.00) for money lent, which loan is evidenced by the
promissory note of the said parties of the first part of even date herewith, psyable as therein set out to the order of the party of the second part, with
interest, at the office of the said party of the second part, and whereas, it was understood and agreed that this mortgage should be executed,
How Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part
dogive, grant, bargain and sell, convey, release and confirm unto the said
heirs and assigns, the following property, to-wit:
All that piece or parcel of ground situated between
North Railroad and North Estaw Streets, in the Town of Barton, Allegamy County,
Maryland, it being comprised of a part of Lot No. 11 North Butaw Street and a
part of Lot No. 11 North Railread Street, which said lots were conveyed to Henry
Schramm, Jr., and Elisabeth Schramm, his wife, by James Major, et al, by deed
dated January 24, 1910, and recorded in Liber 105, folio 530, among the Land Records of Allegany County, Masyland, which said parcel is shown and designated

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as "Parcel 3" on the plat attached to the Last Will and Testament of Elisabeth
Schramm, recorded in Wills Liber "X", folio 99, in the office of the Register
of Wills for Allegany County, Maryland, and is more particularly described as
follows: (Magnetic courses, as of the date of original lot layout, run by vernier
readings and horisontal distances being used throughout).

BEGINNING for the same at the end of 61.30 feet on the first line of Lot No. 11 North Railroad Street, said point being on the Southeasterly side of North Railroad Street and at the end of 34.54 feet on a line drawn South 4 degrees 31 minutes East from the South corner of the concrete foundation of the Cumberland and Pennsylvania Railroad Company's crossing signal, and running thence with North Railroad Street and the remainder of said first line, North 43 degrees East 42.70 feet, thence with the second line of the aforesaid Lot No. 11, corrected so as to councide with the line of division fence South 48 degrees 02 minutes East 99.44 feet to a fence post standing on the fourth line of Lot No. 11 North Butaw Street, thence with said line reversed and corrected so as to coincide with a diwision fence South 48 degrees 31 minutes east 50 feet to a fence post, thence with the third line reversed of the above last named lot, South 47 degrees East 15 feet to a stake standing on the Westerly limits of North Eutaw Street, thence with said street South 14 degrees 06 minutes West 107.98 feet, thence leaving said Street and running across both of the aforesaid Lots No. 11, North 47 degrees Wsst 166.17 feet to the beginning. And being the same property which was conveyed unto the said Leonard W. Farmer, et ux, by deed from James Russell Kiddy, et ux, which deed is to be recorded prior to this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first partheirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its executor , administrator or assigns, the aforesaid sum of One Thousand Six Hundred Dollars (\$1600.00)together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on... part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assignsmay hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-

hereby covenant to pay when legally demandable.

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But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said party of the
Second part, its-
heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving nt least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said.
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.
· ·
And the said parties of the first part
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand
Six Hundred
Dollars, and to eause the policy or policies issued therefor to be so framed or endorsed, as in ease of fires,
to inure to the benefit of the mortgagee heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
Mitness, the hand and sent of said mortgagor
Altest Lian elah Leonof W. Farmer [SFAL] Better E. Harmert [SFAL]
[SEAD]
State of Maryland,
Allegany County, to-wit:
7 hander are
I hereby rertify, That on this 22 day of day of
in the year Nineteen Hundred and Pifty-four , before me, the subscriber,
in the year Nineteen Trundend and Pictor Cours
in the year Nineteen Hundred and Fifty-four , before me, the subscriber,
in the year Nineteen Hundred and Pifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Leonard
in the year Nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
in the year Nineteen Hundred and Pifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Leonard W. Farmer and Betty E. Farmer, husband and wife and
in the year Nineteen Hundred and Pifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Leonard W. Farmer and Betty E. Farmer, husband and wife and each each each while aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Aden Campbell and Bayne Ritchie, President and Treasurer respectively of Local 676 Federal Credit Union the within named mortgagee and made oath in due form of law, that the consideration in said
in the year Nineteen Hundred and Pifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Leonard W. Farmer and Betty E. Farmer, husband and wife and each acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Aden Campbell and Wayne Ritchie, President and Treasurer respectively of Local 676 Federal Credit Union the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.
in the year Nineteen Hundred and Pifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Leonard W. Farmer and Betty E. Farmer, husband and wife and each each each while aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Aden Campbell and Bayne Ritchie, President and Treasurer respectively of Local 676 Federal Credit Union the within named mortgagee and made oath in due form of law, that the consideration in said
in the year Nineteen Hundred and Pifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Leonard W. Farmer and Betty E. Farmer, husband and wife and each acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Aden Campbell and Wayne Ritchie, President and Treasurer respectively of Local 676 Federal Credit Union the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

FILED AND AMECO.DED AUGUST 13" 1954 at 11:00 A.M.
This Mortgage, Made this / the day of July
in the year Nineteen Hundred and Fifty-four, by and between
, by and between
Matthew M. Sabers
of AlleganyCounty, in the State of Maryland
party of the first part, and Edward B. Lockwood

of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

unto the said party of the first part stands indebted unto the said party of the second part in the full and just sum of Six hundred and twenty-five (\$625.00) dollars, which said sum the said party of the first part loes hereby agree to repay within one year from the date hereof.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and seil, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying in Allegany County, State of Maryland, within the limits of the City of Cumberland, being part of Lot. No. 211 on the Plat of the Humbird Land Improvement Company's Addition to South Cumberland, Maryland, and more particularly described as follows:

BEGINNING at a point on the Southerly side of Elder Street, distand North 53, degrees West 20 feet 6 inches from the dividing

line between Lots wos. 211 and 212 of said Addition, and runking
thence along the Southerly side of Elder Street, South 532 degrees
Last 20 feet 3 inches to the dividing line between Lots Nos. 211 and
212 of said Addition, thence following the dividing line of Lots Los.
all and all, South 36% degrees West 125 feet to an alley, thence
along sail alley, north 532 degrees West 20 feet 6 inches, and thence
36½ degrees East 125 feet to the place of beginning.
BEING the same property that was conveyed to the
said party of the first part by Charles Turner, Jr., et ux. by
deed dated the lith day of June, 1949 and recorded among the Lend
Lecords of Allegany County, 'arrland.
Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
provided, that if the said party of the first part, his
heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, his
executor , administrator or assigns, the aforesaid sum of
Six hundred and twenty-five (\$625.00) dollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on his part to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
party of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part
handa a sana
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said.
party of the secondpart, his
neirs, executors, administrators and assigns, or Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any lime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
perland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, of the payment of all moneys owing under this mortgage, whether the same shall have been then
perland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses includent to such sale, including all axes levied, and a commission of eight per cent to the payment of

shall be allowed and paid by the mortgagor, Illititess, the hand and seal of said n	representatives, heirs or assigns.
Auros: Auros: Charlette Philoon	Sabers [SFAL]
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on th	
in the year nineteen Hundred and Fifty -f	our . before me, the subscriber,
a Notary Public of the State of Maryland, in	
Matthew . Sabe	rs, unmarried,
andLeacknowledged the aforegoi	ng mortgage to be his
act and deed; and at the same time before me	also personally appeared
Edward B. Lockwood	đ
the within named mortgagee. and made oath	in due form of law, that the consideration in said
mortule is true and bona fide as therein set i	
: WITNESS my hand and Notarial Seal t	ne day and year aforesaid.
	Elizabeth Philon Notary Public.
	Notary Fuoric.

FILED AND RECORDED AUGUST 13" 1954 at 12:40 P.M.

This/Morigage, Made this/274 day of	AUGUST in the	
year Nineteen Hundred and fifty - four by and between		
Nial V. Derr.	single,	
of Allegany County, in the State of M inafter called mortgagors, and First Federal Savings and corporate, incorporated under the laws of the United State	es of America, of Allegany County, Mary-	

WITNESSETH:

Thereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty-four Hundred & 00/100 - - - (\$4600.00) - - - Dollars, which said sum the mortgagors agree — to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:

By the payment of Thirty-five & 96/100 - - (\$35.96) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or percel of ground situated on the south side of Ann Street in the City of Cumberland, Allegany County, Maryland, and particularly described se follows, to-wit:

Beginning for the same at a point distant North 74 degrees 30 minutes East 282 feet from the intersection of the East side of Maryland Avenue and the South side of Ann Street and running then with the South side of Ann Street North 74 degrees 30 minutes Fast 28 feet to the end of the first line of the whole lot conveyed to F. Helene Goodfellow by David P. Miller by deed dated February 23, 1905, and recorded in Liber No. 97, folio 27, one of the Land Records of Allegany County, Maryland, and running then with the second line of whole lot, South 15 degrees 30 minutes East 114 feet to a stake on the north side of an alley; then with the north side of said alley, South 74 degrees 30 minutes West 28 feet; then North 15 degrees 30 minutes West 114 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of Daiey May Darr, widow, et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collared for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk and from

time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant 8 generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all diens and encumbrances, except for this mortgage herein, and do covenant that he will execute such further assurances as may be requisite.

Coacther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager , his here, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on. his part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to he hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or the real terms of the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the payre, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-four Hundred & 00/100 - - - (\$1400.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgage, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgage, or the mortgage is ay effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness bereby secured, dos hereby set over, transfer and assign to the mortgagee, its successors and assigns all roots, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; or any part thereof, and upon the failure of the mortgager to keep the buildings on said property, or any part thereof, and upon the failure of the mortgager or said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged's written consent, or should the same be encumbered by the mortga

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11619 3061 PAGE:3011

State of Maryland,

Allegany County, to-mit:

I hereby certify, That on this. 12711

a Notary Public of the State of Maryland, in and for said County, personally appeared

in the year nineteen Hundred and Fifty-four

Mal V. Darr Darr

day of AVGUST

___, before me, the subscriber,

	Niel V. Darr, single,
	the said mortgagors herein and he acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in seed mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.
	and the second property of the second propert
18 18	6 PITAS my hand and Notarial Seal the day and year aforesaid.
1	A =1 5 /2 /
	Bleas I Han
	Notary Public.
	Company) and Marint Laterna 2000
	To Hollyw May the Me
	To Troffee May the 26 for
	FILED AND TECOMOED AUGUST 13" 1954 at 8:30 A.H. ANG
	This Mortgage, Made this 10 th day of August
	This Mortgage, Made this 10 th day of August in the year Nineteen Hundred and Fifty four , by and between
	This Mortgage, Made this 10 th day of August in the year Nineteen Hundred and Fifty four , by and between Russell P. Crossland and Helen V. Crossland, his wife, hereinafter called mortgagers.
	This Mortgage, Made this 10 th day of August in the year Nineteen Hundred and Fifty four by and between Russell P. Crossland and Helen V. Crossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns.
	This Marigane, Made this 10 th day of August in the year Nineteen Hundred and Fifty four , by and between Russell P. Crossland and Helen V. Crossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns, where the context so requires or admits,
	This Mortgage, Made this 10 th day of August in the year Nineteen Hundred and Fifty four by and between Russell P. Crossland and Helen V. Crossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns.
	This Antique, Made this 10 th day of August in the year Nineteen Hundred and Fifty four by and between Russell P. Crossland and Helen V.Crossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns, where the context so requires or admits, County, in the State of Maryland
	This Anningur, Made this 10 th day of August in the year Nineteen Hundred and Fifty four by and between Russell P. Crossland and Helen V. Crossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns, where the context so requires or admits, of Allegany County, in the State of Maryland part iss of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA,
	This Marigage, Made this 10 th day of August in the year Nineteen Hundred and Fifty four by and between Russell P. Crossland and Helen V. Crossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns, where the context so requires or admits, of Allegany County, in the State of Maryland part is a of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, hereinafter called mortgages, which expression shall dealed to the state of the state of the first part, and the NATIONAL BANK OF KEYSER, WEST VIRGINIA,
	This Marigane, Made this 10 th day of August in the year Nineteen Hundred and Fifty four , by and between Russell P. Grossland and Helen V. Grossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns, where the context so requires or admits, of Allegany County, in the State of Maryland part ica of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, hereinafter called mortgages, which expression shall include its personal representatives, successors and assigns, where the context so requires as
	This Marigage, Made this 10 th day of August in the year Nineteen Hundred and Fifty four by and between Russell P. Crossland and Helen V. Crossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns, where the context so requires or admits, of Allegany County, in the State of Maryland part is a of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, hereinafter called mortgages, which expression shall dealed to the state of the state of the first part, and the NATIONAL BANK OF KEYSER, WEST VIRGINIA,
	This Marigane, Made this 10 th day of August in the year Nineteen Hundred and Fifty four , by and between Russell P. Grossland and Helen V. Grossland, his wife, hereinafter called mortgagors, which expression shall include their heirs, personal representatives and assigns, where the context so requires or admits, of Allegany County, in the State of Maryland part ica of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, hereinafter called mortgages, which expression shall include its personal representatives, successors and assigns, where the context so requires as

port y of the second part, WITNESSETH-

Ulberras, said mortgagors now stand indebted unto the said mortgages in the full and just sum of NINE HUNDHED FIFTY (\$950.00) DOLLARS, as evidenced by their promissory note of even date herewith, payable on demand after date, with interest at the rate of six (6) per cent per annum; On the face of which note is the following "A minimum of \$30.00 and the interest to be paid on this note each month, but notwith standing the balance due on the note with interest may be called at any time."

How Eberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagors, said Russell P.Crossland and Helen V.Crossland, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said The National Bank of Keyser, W.Va., a corporation, its personal representatives,

knickened assigns, the following property, to-wit: All those two certain tracts or parcels fland lying in Election District No. 7 of "llegany County, Maryland, described by metes and bounds as follows:

First: BEGINAING at a set stone with a locust tree marked for a First: BEGINNING at a set stone with a locust tree marked for a pointer, now placed in a well marked line, supposed to be the east line of a tract of land called "Deer Park", corner to a tract of land recently sold to C.J. Robey, and running thence with said Deer Park well marked line (M.B. 1940) S. 45 deg. 36' Nest (old course S. 40 deg. W. 3 poles to a well marked hickory tree corner in a line of Riley's land, which encroaches on said Deer Park line; thence N. 50 deg. W. 3.5 poles to a well marked ash tree, corner to said Riley's land; thence with subther line of said Riley S. 44 dec. 50' W. 74.8 poles to a well No. 30 deg. W. 3.5 poles to a well marked asn tree, corner to said Kiley's land; thence with anather line of said Kiley S. 44 deg. 50' W. 74.8 poles to a well marked white oak tree, corner to said Kiley and James Emmart; thence with said Emmart's land S. 47 deg. 40' West 64.5 poles to a set stone now placed in said Emmart's line; thence making new division line across said Deer Park tract, of which this is a part N. 54 deg. 30' W. 45 poles, more or less, to the original

line of said Deer Park tract (to be definitely determined later) thence with line of said Deer Park tract (to be definitely determined later) thence with the west line of said tract by old call (Va. now about 5 deg. 30') N. 40 deg. E. 191 poles to an X mark made on the east end of a small boulder located S. 69 deg. E. 10 links from two small white oak trees marked for pointer, corner to said Eobey's tract above mentioned; thence with his land by new division line (1940) S. 34 deg. 30' E. 52.5 poles to the place of BECINNING, containing 54 acres, were or less, and being a portion of a tract of land called "Deer Park".

There is also granted a right of way along the east boundary line of the land now owned or formerly owned by Moodrow J.Knotts to the line of Military Lot No. 3486, and also the right to use a right of way granted in perpetuity, from Letta Lancaster and Eddie Lancaster, her hus ard, over Military Lots Nos. 3485 and 3486, which said deed is recorded in Liber No. 171, Folio 187 of the LandRecords of Allegany County, but Edward J. Knotts, or the person who now owns said land, reserves the right unto himself, his heirs and assigns, to use the said right of way herein granted and to repair same when necessary, as contained in right of way herein granted and to repair same when necessary, as contained in deed from James R. VanPelt and wife to Woodrow J.Knotts and wife, dated April 15, 1945, and recorded in Liber R.J. 187, folio 177, among the Land Records of Allegany County, Maryland.

Being the same tract of land conveyed to Russell P.Crossland and wife by DeSales Clifton Morgan and wife, by deed dated July 16,1948 and recorded among the Land Records of Allegany County, Maryland in Liber J.E.B. 221, folio 419.

SECOND: BECINVING at a set stone, southerly most corner to a tract of 54 acres sold to Moodrow J.Knotts and wife by deed of April 15,1940 and running thence, by old call (Variation now 5 deg. 30') S. 40 deg.00' W.133 poles to another set stone, corner to the 150 acre tract of which this is a part; thence, with the second line thereof corrected to date (April 6,1940) N. 44 deg.30' W.46 poles to a large lat stone in the center of a Run, corner to C.E.Clark's land; thence, with same (N.B.1940) N. 45 deg. 15' E.61 poles to a stake; thence, N.73 deg.15' W.6 poles to a point in the original west line of a tract called "Deer Park", of which the 150 acres is a part; hence

. .

running with said original line N. 40 deg.00' E.(Plus Var.of 5 deg.30') 67 poles to a set stone in said line, corner to said Knott's tract; thence with a line thereof reversed, S. 54 deg.30'E.50 poles to the BEGINNING, There is also conveyed unto the said party of the second part the right to use a right of way granted in perpetuity to Lorett Flanagan Dawson by deed dated the 28th day of Jun,1934, from Letta Lancsster and husband, over Military Lots Nos.3485 and 3486, and recorded among the Land Records for Allegany County, Maryland in Li er No.171 folio 187.

Being the same property conveyed to Russell P. Crossland and wife by Harold Van VanPelt and wife, by deed dated May 19,1950, and is recorded among the Land Records of Allegany County, Maryland.

waters, privileges and appurtenances thereinto belonging or in anywise appertaining.

Provided, that if the said hortgagors,
their heirs, executors, administrators or assigns, do and shall pay to the said

The National Bank of Keyser, W.Va., a corporation, its personal representatives, successors

**DECOUNTY OF Assigns, the aforesaid suri of Nine Hundred Fifty (\$950.00)

Dollars, and the monthly payments as hereinbefore set forth,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Mortgagors, their heirs, executors, administrators

or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levled on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagors, their heirs, executors, administrators or assigns,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds srising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Mortgagors,

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

End the said Mortgagors, said Russell P. Crossland and Helen Y.

Crossland,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or OF its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

	\$950,00) Dollars.
and to cause the policy or policies to mure to the benefit of the mort	s issued therefor to be so framed or endorsed, as in case of fires, its successors or assigns.
4 4 4	The state of the s
01	XHOOK lien or claim bereunder, and to place such policy or
	the mortgagee , or the mortgagee may effect said insurance with interest as part of the mortgage debt

Witness, the hand and se	ad of said mortgagor
Att-1	
the trope	Russell P. Crossland [SEAL] Helen V. Crossland [SEAL]
the more	Helen V. Crossland [SEAL]
	THE NATIONAL BANK OF KEYSUL, W.VA. a corporation
1933	P.J.Davis, its President [SEAL]
I hereby certify, in the year inneteer Hundred and a Notary Public of the State of W	Fifty four hefore me, the subscriber
a county Public of the State of M	urvland in and control
and he	aryland, in and for said County, personally appeared len V.Crossland, his wife, whose names are signed to
the within mortgage and being	ten V.Crossland, his wife, whose names are signed to the mortgagors,
the within mortgage and being each acknowledged the	e aforegoing a or roge to be their respective
the within mortgage and being each acknowledged the act and deed; and at the same time	the mortgagors, e aforegoing to or longe to be their respective. Defore me also personals appears. P.J.Davis, President.
the within mortgage and being each acknowledged the act and deed; and at the same time of the National Bank of Keyse	the mortgagors, a aforegoing a originate to be their respective before me also personally appeared P.J.Davis, President r, West Virginia, being the within named mortgagee
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the within mortgage and being each acknowledged the act and deed; and at the same time of the National Bank of Keyse the withour mortgage is true and bona fide as the WITNELS my hand and Notar	the mortgagors, the mortgagors, the aforegoing a personally appeared appeared appeared P.J.D. President appeared are within named mortgagee made oath in due form of law, that the consideration in said herein set for forth.
the within mortgage and being each acknowledged the act and deed; and at the same time of the National Bank of Keyse the withour mortgage is true and bona fide as the WITNELS my hand and Notar	the mortgagors, the mortgagors, the aforegoing a crimege to be their respective before me also personally appeared P.J.Dzvis, President Tr, West Virginia, being the within named mortgagee made oath in due form of law, that the consideration in said merein set for forth. LITTIPES

FILED AND .ECC. WED .NOUST 13" 1934 at 10:00 A.L.

This Anrigage, made this treath day of August----, in the year Nineteen Hundred and fifty four , by and between Virgin L. Seaver and his Service Services wife, Vilared J. Seaber---now residing in Baltimore, Maryland-----

hereinafter called Mortgago expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part—of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagore is justly indebted to the Mortgagee for borrowed money in the principal sum of Che thousand ----- Dollars (\$ 1,000,00). with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor dated the 12th. day of August , 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least s 4C.CC each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as afore said, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 12th. day of August , 19^{64} , notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagez, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagon do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground situated in the town of Westernport, in Allegany County, Maryland, known and numbered on the plat of Hammond's Addition to Testernport and recorded in Liber No. 25 of the land records of Allegary County, karyland and which was convered unto the said Virgil M. Seaber by deed from Harry W. Seaber et ux, dated June 22, 1946 and of record among the land records of Allegany County, Laryland in Liber No.210 Folio 341. To which deed so recorded a reference is hereby specially made. The said lot being known as lot No.eighty-five (85) on said plat and

fronts 50 feet on the West side of Vine Street in said town.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagos shall pay to the said Mortgage the aforesaid debt, eviddeneed by said promissory note or any renewal of the same or of part thereof, which might hereformed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE defauit be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shail at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parceis, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale. including taxes, and a commission of eight per cent to the party making said

sale; secondly, to the payment of all monies due and payable under this mortage neutrinometers on the mortgage debt to the date of ratification of auditor's report; and third, to pay the bilance to the suid Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor. To the person advertising.

AND the said Mortgagor. In the covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgager. The improvements on the hereby mortgaged land to an amount of at least.

Che thousand.

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to mure to the benefit of the Mortgagee — to the extent of its lien or chim hereinder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premium or for said insurance when due.

WITNESS the hand and seal of said Mortgagors

#*********** x Middle of Seas reaber (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 12th day of August----, in the year 1954 , before me, the subscriber, a Notary Public---- of the State of Muryland, in and for said County, personally appeared, Virgil V. Seaber and Mildred J. Seaber

husband and wife---the within named Mortgagos , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth

President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made outh in due form of law that the consideration in said mortgage is true and bona fide as ther in set forth and that he is the President --- of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Scal the day and year last above written.

Tompared and Maded Indiana mile

d Date D

FILED AND RECORDED AUGUST 14" 1954 at 8:30 A.M.

This Mortgage, Made this Twelfth day of August .-- in the year Nineteen Hundred and Fifty-Tour--- , by and between FOLAND G. ELLIS and DELORA M.XING ELLIS, his wife,

of Westernport, Allegany -- County in the State of Earyland . -- Sans parties of the first part, and THE FIRST DATIONAL BLYE, OF FIRSTONET, WEST VIRGINI, a corporation organized under the national danking Laws.

Ulborchs, the said Poland G. Ellis and Delora Maxine Ellis, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, in the just and full sum of SIX THOUSAND (\$6000.00) DOLLARS, as evidenced by thier joint and several negotiable, promissory note, of even date herewith, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, for said sum of SIX THOUSAND (\$6000.00) DOLLARS, with interest from date, at said BANK, and to be repaid in sums of not less than SEVENTY (\$70.00) DOLLARS per month until the entire amount of principal and interest has been fully paid; to secure the payment of which said sum of SIX THOUSAND (\$6000.00) DOLLARS, with interest an aforesaid, these presents are executed;

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Poland G. Ellis and Delora Maxibe Ellis, his wife, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said ----THE FIRST NATIONAL BLNK, OF PIEDMONT, WEST VIRGINIA, its successors habbes and assigns, the following property, to-wit:

All that certain real estate situated in the Town of Westernport,

Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point of the East side of Smoot Street as laid off
on the plat of N. R. Smoot's Addition to Westernport, recorded among
the Land Records of said Allegany County, Maryland, in Liber No. 116,
folio 726, which point is at the intersection of the West side of
Smoot Street with the North side of an Alley laid off on the plat of

Oak View Addition to Westernport, and running thence in a Northeasterly direction along with the West eide of Smoot Street a distance of
Fifty (50) feet to a stake; thence in a Westerly direction, parallel
with the north eide of said Alley, a dietance of One hundred (100)
feet to a stake; thence in a Southerly direction, parallel with the
West side of Smoot Street, a dietance of Fifty (50) feet to said Alley
thence along with the lorth eide of said Alley, in an Easterly direction, One hundred (feet) to the beginning; the said parcel of ground
being the Southeastern corner of Lot Number One (1) as laid off on the
said plat of N. R. Smoot's Addition to Westernport, recorded as aforesaid; and being the same property which was conveyed to the eaid Poland 3. Ellis and Delora Maxine Ellie, his wife, by George Ellis, by
Deed, dated May 9th, 1953, and recorded among the Land Records of said
allegany County, Maryland, in Liber No. 249, folio 563.

Cogetber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Poland G. Ellis and Delora Maxine Ellis, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of SIX THOUSAND DOLLARS,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bnd it is Bgrccd that until default be made in the premises, the said parties of the first part,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

hereby covenant to pay when legally demandable.

. .

But in case of default being made in payment of the mortgage debt aforemid, or of the interest thereon, in whole or in part, or in any agreement, oversant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

mortgage debt and interest thereon, the said farties of the first part -----

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time therefor, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all maneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said. Poland G. Ellis and

Delora Maxine Ellis, his wife, their----heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said Poland G. Ellis and Delora Maxine Ellis. his wife. parties of the first part, -----further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or ----assigns, the improvements on the hereby mortgaged land to the amount of at least Six thousand (\$6000.00)---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , it's successors xbeins or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies ferthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Illitness, the hand and seal of said mortgagors Attest: Francis Mayburg go Toland & Ellis [SEAL] Harden Mayling of Delna Majore Oles [SEAL] STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT: I hereby certify. That on this 12th day of August, in the year nineteen Hundred and Fifty-four ----, before me, the subscriber, West Virginia a Notary Public of the State of Manylands in and for said County, personally appeared Foliand G. Ellis and Delora Maxine Ellis, his wife, ----and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared J_{\bullet} B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. 024 COVITNESS my hand and Notarial Seal the day and year aforesaid. My completion expires Julianis 7th 1961 Bennard Maryling gr Hothery Public.

FILED AND RECOR AD AUGUST 14" 1954 at 9:10 A.M.

THIS MORTGAGE, Made this 13 day of August, 1954, by and between James E. Allen and Ellen M. Allen, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Three Thousand (\$3,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of September, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James E. Allen and Ellen M. Allen, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and convey unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that Northerly portion of Lot No. 8 of Amcelle Acres Addition, situated near the Village of Cresaptown, in Election District No. 7 of Allegany County and State of Maryland, and which said part of Lot No. 8 is described as follows, to-wit:

BEGINNING for the same at a point along the Westerly side of Harold Drive distant 45 feet on the first line of the original Lot No. 8 of said Addition, just North of the McMullen Highway and being the Northerly portion of Lot No. 8 in Amcelle Acres Addition developed by the Lazarus Realty Company of Cumberland, Maryland, and running thence with part of the first line thereof, it being also along and with the Westerly side of Harold Drive, North 11 degrees 50 minutes West 55 feet to the end of the first line thereof, thence with the second line thereof, it being at right angles to Harold Drive, South 87 degrees 10 minutes West 195 feet to the end of the second line, thence with part of the





. . .

third line thereof, South 16 degrees 30 minutes East 55.4 feet, thence crossing the whole Lot No. 8 of said Addition, North 87 degrees 10 minutes East 193 feet to the place of beginning. All courses refer to the Magnetic Meridian and all measurements are horizontal. A Plat of said Addition is filed in Map Case Box 97, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto the said Mortgagors by Carl Gustafson and wife, by deed dated September 26, 1941, and recorded in Liber 191, folio 389, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors or assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that is shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessment
and public liens levied on said property, and on the mortgage debt
and interest hereby intended to be secured, the said Mortgagors
hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable;
and it is further agreed that in case of default in said Mortgage,
the rents and profits of said property are hereby assigned to the
Mortgagee as additional security, and the Mortgagors also consent
to the immediate appointment of a receiver for the property herein
described.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mort-

gage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised under the power herein contained and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums there on with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several hours.

executors, administrators or assigns of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

James E. Allen (SEAL)

Ellen M. Allen (SEAL)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this /32 day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared James E. Allen and Ellen M. Allen, his wife, and each acknowledged the aforegoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHERBOF, I have hereto set my hand and Crized my Notarial Seal the day and year above written,

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FILE and made and a 2" 194 of 9140 A....

THIS SUPPLEMENTAL MORTGAGE, Made this day of August, 1954, by Frederick D. Stitcher and Madonna E. Sticher, his wife, of Allegany County and the State of Maryland benefit

his wife, of Allegany County and the State of Maryland, hereinafter called the Mortgagors, and The Liberty Trust Company, Cumberland, Maryland, hereinafter called the Mortgagee.

WHEREAS, by Mortgage dated May 5, 1948, and recorded in Liber No. 211, folio 55%, one of the Mortgage Records of Allegany County, which said Mortgage was executed to secure the principal indebtedness of Eight Thousand Pive Hundred (\$8,500.00) Dollars, openher with the interest thereon at the rate of Pour (4%) per sentum for annum, and which Mortgage constitutes a lien upon the first entry known as Lot No. 116 and one-half of Lot No. 116 of the First Addition to Powling Green, as shown on a Plat of Bowling Green recorded in Plat Box No. 90, among the Land Hecords of Allegany County, all as described in said Mortgage, special reference to which is hereby made, and

WHEREAS, the said Mortgagors have requested of the said.

Mortgagee that the terms of the payments of this mortgage be changed and that said Mortgage be extended for a further period in order to relieve the said Mortgagors from the amount of the present monthly payments which are burdensome by reducing the amount thereof, all in order to prevent further defaults thereunder.

NOW, THEREFORE, in consideration of the premises, the said Mortgagee does hereby covenant and agree with the said Mortgagers that the term of said Mortgage shall be extended for a period of leven Years Three Months from the 1st day of September, 1944, thus making the final payment under the extended terms of said Mortgage due and payable on the 1st day of August, 1971, and the monthly payments on said Mortgage, which payments shall include interest and principal at the rate aforesaid, shall be in the amount of not less than Thirty-Nine and 24/100 (\$39.24) Dollars each, the first of said payments to be made on the 1st day of September, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The present unpaid balance of the said Mortgage is Fifty-Eight Hundred (\$5800.00) Dollars.

The said Mortgagors do hereby covenant and agree to make the payments promptly as aforesaid, and it is further agreed by and between the parties hereto that, with the exception of the changes of the terms of payment as above set forth, all of the other terms and conditions of the original Mortgage between the parties hereto, UPPR 306 . 31)

shall remain in full force and effect.

WITNESS the hand and seals of the said Mortgagors the day and year above written, and in WITNESS WHEREOF, the said Mortgagee has caused these presents to be signed by its President, with its Corporate Seal hereto affixed, all duly attested by its Secretary on the day and year above written.

WITNESS:

Frederick D. Stitcher (JEAL)

Sand a series and a series of the series and the series of the series of

Madonna E. Stitcher (SEAL)

THE LIBERTY TRUST COMPANY

ATTEST:

By hard president

TATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this day of August, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frederick D. Stitcher and Madonna E. Stitcher, his wife, and each acknowledged the aforegoing instrument of writing to be their act and deed, and at the same time also personally appeared Charles A. Piper, President of The Liberty Trust Company, and as such acknowledged the aforegoing instrument of writing to be the act and deed of said corporation.

 $\mbox{\sc WITNESS}$ my hand and Notarial Seal on the day and year above written.

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W. C. Wash, T. Carlos Comments

Chat for all independent of the pressure of the pressure of the state of the state

All that lot situated on the Easterly side of Frederick Street, in the City of Culberland, Allegany County, Maryland, and being parts of lots Nos. 3 and 5 of Magruder's Addition, and particularly described as follows, to-wit:

Street at the end of 17 feet on the first line of Lot No. 3 in



Harruner's edition to Dumberland, and running theree with the remainder of said first line, and also with fart of the first line of Lot Ho. 5 in said addition, Borth 35-3/4 degrees East 25 feet; then Bouth 40-1/4 degrees last lll feet to 7. B. Walton's lot, and with it, Bouth 41-1/4 degrees est 15 feet; then Bouth 46-1/1 wastees sast about 41-1/4 degrees est 15 feet; then Bouth 46-1/1 wastees sast about 41-1/4 feet; then with the line of 7. . . alton's lot, bout 41-1/4 degrees lest 6 feet to the lot reresorders leased to one Thomas Boulner; then with the line of 34 do luen jot, borth 45-1/7 te rees Heat II -1/4 feet to the cline of degrees jot.

It taking the same property conveys, to the first parties by leads 1. Wilson all Deorsie 1. Ilson, the wife, by deed dated the 2°th day of Zenuary, 1940, and recorded anone the Land Records of Allo any lounty, Largland, in liter to. 185, rollo 535.

Note the rights, rooms, mays, meters, privileges and annurtenances, thereant belonging or it anywise appertuions.

their heirs, executors, administrators or assigns, do and chall pay to the said arty of the second part, its successors or assigns, the aforesaid almost one Thousand (11,000.00) bollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, is may be made by the carty of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this sortgage shall be void.

premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, sortsage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured,

USFR 306 PAGE 319

including such future advances as may be made by the party or second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Malter C. Capper, their culy constituted attorney or agent, are dereby authorized and empowered at any time thereafter, to well the property hereby mortgaged, or so much thereof as may be necessary and to wrant and coaver the sume to the purchaser or burchasers thereof, his, her or their heirs or assishe; which make shall be made in manner following, to-wit: By civing at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County. Maryland, which said sale shall be at public auction for cash, and the processe arising from such sale to apply first, to the payment of all excesses incident to such sale, including taxes and a comclasion of eight per cent to the party selling or maxing said sale; secondly, to the payment of all noneys owing under this mort use. including such future nuvances as may by made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigne.

and the said parties of the first part further covenant to insure forthwith end, penning the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby portgaged property to the amount of at least One Thousand (.1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or encorsed us, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

TITNESS the hands and seals of the said mortragors.

WITNESS as to both:

JOHN H. HODES (SEAL)

I Chandis

Ella H. Mhodes (SEAL)

18FR 306 PAGE 319

STALE OF LARYLAND. ALLEGANY COUNTY, to-wit:

1 MEREBY DEATHY, That on this 12 day of Magnet, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN R. RMODES and ELLA L. REODES, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same tire, refore he also personally appeared alseAT ". II.Dal, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in our form of low that the consideration in said mortgage is true and tone fide as therein Olan set forth.

TITNESS my hand and Notarial Seal.

Ly Commission expires May 2, 1955

FILED AND RECORDED AUGUST 14" 1954 at 9:40 A.M.

This Anrtgage, Made this

12 xl

day of

August

in the year nineteen hundred and

fifty-four

, by and between

Dorothy L. Savage and H. Russell Savage, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plurai as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Aliegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Dorothy L. Savage and H. Russell Savage, her husband, stand indebted unto the sald The Liberty Trust Company in the just and full sum of Forty-Seven Hundred (\$4700,00) - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with Interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,



September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Dorothy L. Savage and H. Russell Savage, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot of ground situated in the Town of Westernport, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the North side of River Road or Church Street at the end of the first line of the deed from John F. Getty, Trustee, to Joseph Getty, dated September 1, 1921, and running thence with the North side of said Street, South 62 degrees 54 minutes East 31 feet, thence North 26 degrees 48 minutes East 58.5 feet, thence North 22 degrees 27 minutes East 57.48 feet to the South side of a 12-foot alley and with it, North 64 degrees 45 minutes West 28.5 feet to the end of the third line of the above-mentioned lot conveyed to the said Joseph P. Getty, thence reversing the third and the second lines of the above mentioned lot, South 24 degrees 25 minutes West 49.73 feet, thence South 27 degrees West 65.2 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by James A. McSorley, Trustee, by deed dated March 1946, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Seven Hundred (\$4700.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms

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of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Seven Hundred (\$4700.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

print with reu.

Dorothy L. Savage (SEAL)

es , g . . K wh

H. Russell Savage (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 1254 day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Dorothy L. Savage and H. Russell Savage, her husband,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

Geo adiebert
Notary Public

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FILED AND RECORDED AUGUST 14" 1954 at 9:10 A.M.

This Mortgage, Made this

13 64

day of

Auguat

in the year nineteen hundred and fifty-four

, by and between

Frederick L. Yeager and Leona P. Yeager, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Frederick L. Yeager and Leona P. Yeager, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Five Hundred (\$3500.00) - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Frederick L. Yeager and Leona P. Yeager, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground lying and situated on Greene Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 89 in "Read's Addition to the City of Cumberland," a Plat of said Addition being recorded among the Land Records of Allegany County, Maryland in Liber No. 82, folio 1, etc., said property being more particularly described as follows:

BEGINNING for the same at the end of the third line of Lot No. 88 and reversing said third line, South 13 degrees 12 minutes West 107.02 feet to Greene Street; thence North 81 degrees 54 minutes West 26.1 feet with the Northerly side of Greene Street; thence North 13 degrees 12 minutes East 109.34 feet to Gwynne Terrace; thence with the South side of said Gwynne Terrace, South 76 degrees 48 minutes East 26 feet to the place of beginning.

SUBJECT, HOWEVER, to use in common with the owners of Lot No. 90 of said Addition, their heirs and assigns, the party wall located on the line between said adjoining lots and being used as a dividing wall and common support for the buildings located thereon.

It being the same property which was conveyed unto the said Mortgagors by Henry C. Christman and wife by deed dated the / 3 day of August, 1954, and to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-Five Hundred (\$3500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof Five Hundred (\$500.00) Dollars, nor to be made in an amount which wided the full amount of any such advance is used for paying the cost provided by Chapter 923 of the Laws of Maryland passed at the January

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shaii be made in manner following, to wit; By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such saie, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party seiling or making said sale, and in case sald property Is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shail be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, hls heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Pive Hundred (\$3500.00) - - - - - Doilars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:		
	Frederick L. Yeager (SEAL)	
	Frederick L. Yeager	
a grediet	Bear 1. Hage (SFAI)	
	Leona P. Yeager (SEAL)	
STATE OF MARYLAND, ALLEGANY COUNTY,	TO-WIT:	1
I hereby Certify, that on this day of	August in the year nineteen	
hundred and fifty-four	before me, the subscriber, a Notary Public of the	
State of Maryland in and for the county aforesaid,	personally appeared	
Frederick L. Yeager and Leona P. Y	leager his wife	
and each acknowledged, the foregoing		
deed; and at the same time, before me, also person President of The Liberty Trust Company, the with of law, that the consideration in said mortgage is	nally appeared Charles A. Piper	
said Charles A. Piper,		
did further, in like manner, make oath that he is corporation and duly authorized by it to make this	s the President, and agent or attorney for said	
	d and affixed my notarial seal the day and year	100
above written.		
	Notary Public	
7 7 4	Notary Public	
		100
	Compared and Mailed Delivered MB	
TI UT	To Mary E. Aubro 24 New tramps	shire in
	ALGUST 16" 1954 at 11:15 A.L.	shire in
	ALGUST 16" 1954 at 11:15 p.L.	shire in
This Mortgage, Made this. /	ALGUST 16" 1954 at 11:15 A.L 4 th day of	shire in
This Aurigage, Made this /	ALGUST 16" 1954 at 11:15 A.L. day of	shire in
Thomas ALBERT BRYANT AND LOUELLA CO	day of	shire in
This Mortgage, Made this /	day of	shire in
Thomas ALBERT BRYANT AND LOUELLA CO	day of	shire in
The Martgage, Made this / in the year Nineteen Hundred and Fifty-Four THOMAS ALBERT BRYANT AND LOUELLA CO	day of by and between LARA BRYANT, HIC WIFE, OF THE CITY	shire in
This Anrigage, Made this in the year Nineteen Hundred and Fifty—Four THOMAS ALBERT BRYANT AND LOUELLA CONTRIBUTION,————————————————————————————————————	day of	shire in
The Martgage, Made this / in the year Nineteen Hundred and Fifty-Four THOMAS ALBERT BRYANT AND LOUELLA CO	day of	shire in
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The Morigage, Made this in the year Nineteen Hundred and Fifty-Four Thomas Albert Bryant And Louella Commissional Commissional Commission of the first part, and Commercial Comm	day of	shire in
in the year Nineteen Hundred and Fifty-Four THOMAS ALBERT BRYANT AND LOUELLA CONTROLLEGARY	day of	shire in

part of the second part, WITNESSETH:

The constitution of the second part no owe and stead inthe second part in the just and full
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How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties if the first part,----

do ** ** γ give, grant, bargain and sell, convey, release and confirm unto the said NARY R. and, Thelma M. Hymes, their

heirs and assigns, the following property, to-wit:

snown on the rest rate of lifted productor, registered land survery, in the site of dumberland, allegany sounty, targlend, and more stated ray and enter of dumberland, allegany sounty, targlend, and more stated ray and critical in a first for the same from the said to ry the lands to the said Thomas Albert Bryant and Louella Dryant, his wife,

neously neg with among the Lend Records of Allerany county, as follows, to wit:

PERTENTIAL at a joint on the westerly side of New Mampshire evenue, said point being South 23 degrees Mest, fifty feet from the end of the first line of the parcel of ground designated on said plat as the "Mrs.Mary E. Hubbs Home Site," and running thence with said New Mam shire avenue, South 23 degrees West, ninety feet, thence North 632 degrees East, one hundred feet to a fifteen-foot Alley, thence with said Alley North 23 degrees East, ninety feet, thence South 631 degrees West, one hundred feet to the place of beginning,

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their----

and, Thelma M. Hymes, or the survivor of them, their

executor , administrator or assigns, the aforesaid sum of eight hundred and fifty dollars,----

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and Thlems M. Hyrothemselves and the said trust, and the said trust and these presents are hereby declared to be made in trust, and the said trust. Hubbs their their duly constituted attorney or agent, are hereby authorized and empowered, at any ime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs are assigns; which sale shall be made in manner following to-wit: By giving at least twenty ays' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said the first of the first of the above commission and a case of advertisement under the above power but no sale, one-half of the above commission hall be allowed and paid by the mortgagors, ————————————————————————————————————	together with the interest thereon, as and when the same shall become due and payable, and in	
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State of Maryland, Allegany County, to-wit:

the vithin named mortgagee, and made outh in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

C WIDNESS my hand and Notarial Scal the day and year aforesaid.

To Myse Fresk I ch

FILED AND RECORDED AUGUST 16" 1954 at 11:30 A.M.

This Marinage, made this 13 % day of August

, in the

year Nineteen Hundred and fifty-four , by and between

Gordon Orville Johnson and Inez Evelyn Johnson, his wife,

expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County. State of Maryland, part les of the first part and

Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife,

hereinafter called Mortgagee S , which expression shall include . their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 1egof the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Forty-Five Hundred (\$4500.00) Dollars, together with the interest thereon at the rate of Six per centum

(6%) per annum. The said Mortgagors hereby covenant and agree to make payments of not less than Fifty (\$50.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest o be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor S do hereby bargain and grant, convey, release and confirm unto the said Mortgagee S the following property, to-wit: hereby bargain and sell, give,

All that piece, parcel, or tract of land situate, lying, and being in District No. 2, in Allegany County, Maryland, and which land is more fully described in one parcel as follows: lying, and being

BEGINNING at a planted stone on the North bank of the presently known "Pack Horse" Road which point is said to be the beginning of the original tract called "Horse Pasture" and also of the enlarged tract called "Horse Pasture Resurveyed" and running thence by the first line known Fack Horse Road which point is said to be the beginning of the original tract called "Horse Pasture" and also of the enlarged tract called "Horse Pasture Resurveyed" and running thence by the first line thereof and land of Chester Amick, et ux, South 38 degrees East 80 perches to a White Oak tree on the South edge of an old road that is to remain open to use by the present grantees and by adjoining land owners; thence by the second line of "Horse Pasture" and lands of Theodore Robertson, South 30½ degrees West 57 perches to a stake in or near the Green Ridge Road; thence by seven lines of the lands of J. W. Ridenbaugh as follows: South 89 degrees West 52 perches; North 70 degrees West 28 perches; North 89½ degrees West 23 perches; North 70 degrees West 9 perches; North 41 degrees East 21.3 perches; North 58 degrees West 9.5 perches to a stake at the end of 66 perches on the 17th line of "Horse Pasture"; thence reversing part of said 17th line, South 57½ degrees West 29 perches to a stake at the end of the 36th line of "Horse Pasture Resurveyed"; thence by the 3.5 acre parcel included in "Horse Pasture Resurveyed"; and leaving the lands of the said J. W. Ridenbaugh and running by lands of Lepley and Kennell, North 41½ degrees West 26 perches and North 87½ degrees East 52 perches to a stake in a field of Orain L. Twigg, et ux; thence by a parcel of land conveyed by the said Lepley and Kennell to the said Orain L. Twigg, et ux; North 18½ degrees East 56 perches, and North 46½ degrees West 3.5 perches to a White Oak tree in a boundary line fence of land of Chester Amick, et ux; thence by said

line fence, North 311 degrees East 52 perches to a corner post of 3 fences; thence by said Amick land, South 15 degrees East 30 perches to

fences; thence by said Amick land, South 15 degrees East 30 perches to the beginning, containing 72.5 acres.

EXCEPTING, HOWEVER, from the operation of this conveyance all that tract of land containing 10 acres, more or less, conveyed unto Chester Amick, et ux, by Willie Marion Hartley, et ux, by deed dated the 2nd day of September, 1932, and recorded in Liber No. 168, folio 254, one of the Land Records of Allegany County, Maryland.

ALSO: all that lot, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as part of "Kelley's Resurvey on New Cumnock", and more particularly described as follows:

as follows:

BEGINNING at a stake in a cleared field formerly considered land of the predecessors of the said Orain L. Twigg, et ux, at the end of the 44th line of the whole tract of land conveyed by Fayette E. Carder, et ux, et al, to Wilbert Lepley, et ux, et al, by deed dated April 28, 1949, and recorded in Liber 224, folio 670, of the Land Records of Allegany County, and reversing said 44th line thereof (corrected to true meridian bearing and horizontal measurements), North 18½ degrees East 924 feet to a stake; thence by part of the 43rd line of said deed reversed and corrected, North 46½ degrees West 57 feet to a White oak tree in a wire fence line; thence leaving said boundary line and by a new division line, South 27½ degrees West 1090 feet to three Red Oak saplings on one stump at the end of 328 feet on the 45th line of the whole tract; thence North 88½ degrees East 328 feet to the beginning, containing 4.1 acres.

ALSO: all that tract, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock" and more particularly described as follows:

. .

BEGINNING for the same at a White Oak tree standing at 'he end of the 13th line of a certain parcel of ground conveyed by Laura Hartley to Orain L. Twigg, et ux, by Confirmatory deed dated August 14, 1951, and County, said point of beginning being also at the end of the 49th line of ux, dated December 27, 1951, and recorded in Liber 237, folio 165, one of the Land Records of Allegany a certain deed from Wilbert Lepley, et us, et al, to George P. Davis, et the aforesaid Land Records, and running thence by the land of Chester the aforesaid Land Records, and running thence by the land of Chester thence (2) North 78½ degrees West 75¼ feet to a stake; thence (3) North 76 end of the 12th line of the aforesaid deed from Wilbert Lepley, et ux, et versing the 12th, 11th, 10th, 9th, 8th, 7th, 6th, 5th, 4th, 3rd, 2nd and the following 12 courses and distances: (4) South 44 degrees West 400 feet; (1) South 83 degrees West 157 feet; (6) South 51 degrees West 400 feet; (7) South 83 degrees West 157 feet; (10) South 664 degrees East 290 feet; (11) South 69 degrees East 250 feet; (12) South 69 degrees East 250 feet; (14) South 44 degrees East 290 feet; (15) South 73 degrees East 250 feet; (14) South 664 degrees East 290 feet; (15) South 73 degrees East 250 feet; (16) South 67 degrees East 250 feet; (17) South 87 degrees East 250 feet; (18) South 27 degrees East 250 feet; (19) South 60 degrees East 250 feet; (11) South 60 degrees East 250 feet; (12) South 60 degrees East 250 feet; (13) South 27 degrees East 250 feet; (14) South 46 degrees East 306 feet; (15) South 67 degrees East 250 feet; (18) South 88-3/4 degrees East 250 feet; (19) South 60 degrees East 250 feet; (18) South 88-3/4 degrees East 250 feet to a stake; (18) South 88-3/4 degrees East 250 feet to a stake; (18) South 88-3/4 degrees East 530 feet to a stake; (18) South 88-3/4 degrees East 530 feet to a stake; (18) South 88-3/4 degrees East 530 feet to a stake; (18) South 88-3/4 degrees East 530 feet to a stake; (18) South 88-3/4 degrees East 530 feet to a stake; (18)

containing 64.674 acres, more or less.

This conveyance, by way of Mortgage, is made subject to a right-of-way for a road 25 feet wide over a portion of the property herein described, and is also made subject to certain timber rights retained by former owners both of which reservations are set forth and contained in a certain deed from Wilbert Lepley and others to Orain L. Twigg, and wife, dated December 5, 1950, and recorded in Liber No. 232, folio 304, special reference to which said deed is hereby made for a complete recital of said reservations. It being the same property which was conveyed unto the said Mortgagors by Orain L. Twigg and wife, by deed dated the J. day of August, 1954, and duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shail also secure future advances as provided by Chapter 923 of

AND WHEREAS this Mortgage shail also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor 8 shail pay to the said Mortgagee s

Forty-Five Hundred (\$4500.00) Dollars - - - - - -

and in the meantime shall perform all the covenants herein on their this mortgage shall be void. part to be performed, then

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor occupy the aforesaid property, upon paying, in the meantime, aii taxes, assessments, public dues and charges ievied or to be ievied thereon; aii of which as also said mortgage debt and the interest thereon, the said Mortgagor 8 hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall st once become due and payable, and at any time thereafter either the said Mortgagee s

or George R. Hughes, their

or George R. Hugnes, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at less twenty days' notice of the time, place, manner and terms of saie, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels as may be deemed advisable by the person sailing. convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of ail monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the baiance to the said In case of advertisement under the above power, but no saie, aii expenses and one-haif of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor 8 further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee s the improvements on the hereby mortgaged and to an amount of at least

forty-Five Hundred (\$4500.00)

doilars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees to the extent of their iden or claim to inure to the benefit of the Mortgagees to the extent of their iden or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay

the premium or premiums for said insurance when due. WITNESS the hand and seals of said Mortgage

Turne Potantino

Talan Dreville House

Therefore, the property of the constant of the subscript of the Same of Marshard, of the Same of th

To Abstract Long

FILED AND RECORDED AUGUST 16" 1954 at 11:30 A.L.

TURCHASE MONEY

Chief Morrigans, Made this 16th day of Abgust,
in the year Nineteen Hundred and Fifty Four , by and between

James E. Dennison and Mary L. Dennison, his wife,

of Allegany County, in the State of Maryland,
part 10 m of the first part, and

The Second National Bank of Cumberland, a national banking corporation, with its principal place of business in Cumberland

of Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:

7. A

Unbercas, the parties of the first part are indebted unto the

1859 306 BG 331

party of the second part in the principal sum of Five Thousand Three Hundred (\$5300.00) Dollars with interest at the rate of \$\frac{1}{2}\$ par cent per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year pariod by the payment of at least Forty Dollars and 55 cente (\$40.55) per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing there these presents are executed. Privilega is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or One Hundred Dollars (\$100.00), whichever is less.

How Eberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James E. Dennison and Mary L. Dennison, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

The Second National Bank of Cumberland, its successors knex and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the westerly eide of Bedford Road in Frantztown about three miles northerly of the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same on the westerly side of Bedford Road at the beginning of the deed from George P. McCoy et ux to Sheridan L. Miles et ux dated November 15, 1926, which is recorded in Liber 15t, Folio 21t, one of the Land Records of Allegany County, Maryland, and running then with part of the first line of said deed North 47t degrees West 530 feet, then South 38t degrees West 132 feet to a point on the third line of said McCoy deed, and then with part of said third line South 47t degrees East 472 feet, then North 38t degrees East 78 feet, then South 47t degrees East 58 feet to the

westerly eide of Bedford Road, and then with said road North $38\frac{1}{2}$ degrees East 5^{tt} feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Sheridan L. Miles et ux of even date which is intended to be recorded among the Land Records of Allagany County, Maryland, simultaneously with the recording of these presents.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said James F. Dannison and Mary L. Dennison,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

The Second National Bank of Cumperland, its successors

xecution x adapticionarx or assigns, the aforesaid sum of

Five Thousand Three Hundred (\$5300.00) Dollare

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Eigreed that until default be made in the premises, the said.

James E. Dennison and Mary L. Dennison, his wife,

may now and locates the aforeand property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
James E. Dennison and Mary L. Dennison, his wife,
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforecaid, or of the in- terest thereon in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
The Second Autional Bank of Cumbertand, its successors
ochromomentale and assigns, or marry I. Stegmater,
his her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; accordly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
gatured or not; and as to the balance, to pay it over to the said James E. Dennison and
Mary L. Dennison, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns,
Hno the said James E. Dennison and Mary L. Dennison, nie wife,
further covenant to
msure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or
assigns, the improvements on the hereby mortgaged land to the amount of at least
Five Thousand Three Hindred (\$5300,00) ibiliars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to mure to the benefit of the mortgagee . Ita successors NARLKor assigns, to the extent
of their hen or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt
Hitness, the hand and seal of said mortgagors
Art. dr.
State of Maryland.
Allegang County, to-wit:
I hereby certify. That on the 16th day August,
in the year nineteen Hundred and Fifty Four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
James E. Dennison and Mary L. Dennison, his wife,
and they acknowledged the aforegoing mortgage to be their
ect and deed; and at the same time before me also personally appeared.
Joseph M. Naughton, Precident of the Second Netional Bank he within named mortgages, and made out it due form of law, that the consideration of law.
and made out in que form of law, that the consideration of law,

LIBER 306 PAGE 333

mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Austria

In the property of the same and the same and

FILED AND RECORDED AUGUST 16" 1954 at 11:55 A.L.

This	Mortgage,	Made this /3	day of	AVGU	15 7	in the
1 = 2	'een Hundred and fifty	-four_	by and betw	reen		A
	Joseph F. Reise	ig and Em	ily Marie	Peissig,	his wi	fe,

of Allegany County, in the State of Maryland, part 18.8 of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body

corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Sixty-five Hundred & 00/100 - - - - (\$6500.00) - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:

By the payment of Sixty-five & 00/100 - - (\$65.00) - - Dollars on or before the first day of each and every month from the date hereof, until the whoie of said principal sum and interest shail be pald, which interest shail be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of ail taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the follow-

All that lot, piece or parcel of ground lying and being on the easterly side of LaVaie Boulevard known and designated as Lot No. 71 in LaVaie Baulevard Section, LaVaie, Allegany County, Maryland, a plat of which said addition is recorded in Liber No.

137, folio 492 one of the Land Records of Allegany County, Mary-land, which said lot is more particularly described as follows, to-wit:

LaVale Boulevard at the end of the first line of Lot No. 70 in said addition and running then with the easterly side of aforesaid LaVale Boulevard North 48 degrees 20 minutes West 50 feet, then at right and les to said LaVale Boulevard North 41 degrees 40 minutes East 150 feet to the vesterly side of Garage Lane *D*, then with the esterly side thereof South 46 degrees 20 minutes East 50 feet to the end of the second line of aforesaid Lot No. 70 and then reversing said second line South 41 degrees 40 minutes West 150 feet to the place of reginning.

Being the same property which was conveyed unto the parties of the first part by deed of Bertram K. Lazarue et al, dated the 26th day of April, 195b and recorded among the Land Records of Allegany County, Maryland in Liber No. 258, folio 236.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt mg the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of previous on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee as additional collateral for this indebtedness and any sums of meney so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager 8, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these

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presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or tessers W is greated all duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place manner and terms of sale in some newspaper published in Cumberland, Marghand, whoch said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagers, representatives heirs or assigns.

And he said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgager or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at legst Sixty-five Hunared & 00/100 = - - (\$6500.00) = - + Dollars and to couse the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereup here and to place successors or assigns, to the extent of its lien or claim hereup here are insufficiently or policies forthwith in possession of the mortgages, or the policy of policies forthwith in possession of the mortgages, or the place of the superfect said insurance and collect the premiums thereon with interest as part of the

And the said mortgagors, as additional security for the payment of the indebtedness bereby second, do hereby set over, transfer and assign to the mortgage, its successors and assign to the mortgage, its successors and the transfer of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be measured to protect the mortgage under the terms and conditions herein set ferth.

ly consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives do hereby covenant with the mortgagoe as follows: (1) to deliver to the mortgagoe on or before. March 15th of each year tax recipts evidencing the payment of all hundred below the opyment of all bens for public improvements within ninety days after the same shall a council to delive the opyment of all bens for public improvements within ninety days after the same shall a council to the opyment of all bens for public improvements within ninety days after the same shall a council to the opyment of the mortgagoe property on this mortgage or note, or in any other way from the inchloredness, secured by this mortgage; (2) to pennit, counnit or suffer no master ages to be publishedness, secured by this mortgage; (2) to pennit, counnit or suffer no master ages to be publishedness, secured by this mortgage; (2) to pennit, counnit or suffer no master ages to be publishedness, secured by this mortgage; (2) to pennit, counnit or suffer no master ages to be published to said property in good condition of repair, the neutrages may demand all the separation of said property in good condition of repair, the neutrages may insend advanced of the debt hereby secured and the failure of the amount of recurrity or the with said demand of the neutrages for a period of thirty days shall constitute a breach of this is entired and the mortgage may, without notice, institute proceedings to forcelose this of this mortgage and the mortgage may, without notice, institute proceedings to forcelose this of this mortgage and the failure of the mortgagors to forcelose this of this mortgage in any netion to forcelose it, shall be entitled (without regard to the advance) of the mortgage and the holder are security for this debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder hard security for this debt) to the appointment of a receiver to collect the rents and profits of said projects and account therefor as

Withtess, the hand and seal of said mortgagors .

Attest:

Joseph F. Reiseig

Filly Marie Seiseig

[SEAL]

(SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 13TH day of AUGUST

in the year nineteen Hundred and Fifty -four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph F. Reissig and Emily Marie Reissig, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

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51780

WiTNE and hand and Notarial Seal the day and year aforesaid. Peace J. Ha.
Notary Public.

tompared and Maited Delivered 2003
To Deo H Jegge Con-

FILED AND RECORDED AUGUST 16" 1954 at 11:55 A.M.	
This Mortgage, Made this 13TH day of AUGUST in the year Nineteen Hundred and fifty-four by and between	
Robert W. Scheffer and Genevieve Y. Scheffer, his wife,	Section 2
of Allegany County, in the State of Maryland, part 122of the first part, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgagee.	Richard San
WITNESSETH:	
Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of	

Two Thousand & 00/100 - - - - - (\$2,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{5\frac{1}{8}}{1}$ per cent. per annum, in the manner following:

By the payment of Thirty-sight & 21/100 - - (\$38.21) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All the following piece or parcel of land lying and being situated on Polish Mountain in Allegany County, Maryland, and described as follows, to-wit:

Beginning for the same (as surveyed May 27, 1933, by Relph E. Wilson, civil engineer) at an iron pipe standing on the northerly edge of the right of way of the National Highway 33 feet from the

. .

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center line thereof said nips when standing North 75 degrees be minutes from 176.7 seet from the southemsterly corner of H. W. Yorker's store and tower building, said from sips when standing on the division line between the lands of H. W. Yorker and the Allegany Crchards Corporation, as established by William Hervey, civil engineer, on March 9, 1926, and minning them with said division line North 11 degrees West 352 feet to an iron gips standing on the southerly edge of Polish Mountain Hoad, then with said road North 57 degrees 40 minutes East 360.5 feet to an iron pips on the next arise south 11 degrees East 852.5 feet to an iron pips on the next arise edge of the right of way of the National Highway, and then with raid hortherly edge of raid nightway South 76 degrees 15 minutes West 380 feet to the place of raid nightway South 76 degrees 15 minutes West 380 feet to the place of raid nightway South 76 degrees 15 minutes West 380

Heing the same property which is described in Parcel No. 12 in the deed from Chester Robinette unto Harry W. Yonkers and Genevieve A. Yonkers we joint tenants with right of survivorship dated July 17, 1745 and recorded in Liber No. 205, folio 6, Allerany County Land Records, the raid Harry W. Yonkers having heretofore departed this life leaving the said Genevieve A. Yonkers as sole owner by operation of law, the said Genevieve A. Yonkers Schaffer having now intermarried with Robert W. Schaffer, her husband.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 921 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

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hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' motice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Marviand, which sale shall be at public auction for cash, and the processes arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

BROthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage; or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Two Thousand 3 00/100 - - - - (\$2,000,00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgageors to keep the buildings on said property, or any part thereof, and upon the failure of the mortgageors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagers to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgager's written consent, or should the same be encumbered by the mortgagers, their heirs and personal representativ

Mitness, the hand and seal of said mortgagors.

Attent:

. . . .

Robert W. Schoffer [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 12 PN day of AUGUST

in the year nineteen Hundred and Fifty -four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert W. Schaffer and Genevieve Y. Schaffer, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgage and made outh in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make outh in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WILNESSING Fried and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED AUGUST 16" 1954 at 2:35 P.M.

This Mortgage, Made this fourteenth day of August,
in the year one thousand nine hundred and fifty four, by and between GEORGE W. HOLLER and URSULA C. HOLLER, his wife,
Maryland, of the first part, and MILTON E. PRITTS,
State of

Mirros. the said parties of the first part have this day executed and delivered unto the said party of the second part their certain joint and several promissory note for the sum of Five Thousand Dollars (\$5,000.00), payable to the order of the said party of the second part in consecutive monthly installments of not less than Forty Dollars (\$40.00) each, commencing November 15, 1954, and continuing monthly thereafter until the full amount thereof shall have been paid, with interest from date at the rate of four per cent (4%) per annum, payable monthly, said note being given for money this day loaned to said parties of the first part by said party of the second part; it being a condition precedent to the lending of said sum of money and the acceptance of said note that this mortgage lien should be executed as security therefor.

IT IS AGREED that upon default in the payment of any one of the installments above provided, the full amount then unpaid shall, at the option of the party of the second part, become due and demandable, and that failure to exercise this option shall not constitute a waiver of the right to exercise the same at some future time.

Now Therefore, In consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part do

party of the second part, his

the following property, to-wit:

All that lot or parcel of ground situated on the North side of an unnamed 40-foot street on the John Poorbaugh Farm, in Corrigansville, in Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing on the north side of an unnamed 40-foot street, said stake also stands South 85° and 30' West, 100 feet from the end of the first line of that lot conveyed by John N. Poorbaugh, et ux., to Earl F. Clites, et ux., by deed dated May 29, 1950, and recorded in Liber No. 232, folio 433, one of the Land Records of Allegany County, and running thence with the said North side of the 40-foot street (Magnetic Bearings as of 1945 and with Horizontal Measurements), South 83° and 52' West, 100 feet to an iron stake; thence leaving the said 40-foot street at a right angle, North 6° and 8' West, 125 feet to an iron stake; thence North 83° and 54' East, 103.6 feet to an iron stake; and South 4° and 30' East, 125 feet to the beginning.

The above property is the same which was conveyed to the said parties of the first part by deed from John N. Poorbaugh, et ux., dated March 25, 1954, and recorded in Liber J.E.B. No. 258, folio 377, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

hereby covenant to pay when legally demandable.

this mortgage shall be void.

But in case of default being made in the payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mort age debt intended to be hereby secured shall at once be due and payable, and

Lewis R. Jones,.....his or their duly constituted attorneys or agents.are..hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper

published in Allegany County, Maryland,

. 1

which terms shall be for cash, and the proceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten percent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half said commissions and other expenses incurred shall be allowed and

LIBER 306 PAGE 341

ment of all monies owing under this mortgage, whether the same shall have been matured or not;	
and as to the balance, to pay it over to the said. parties of the first part, their	
the state of the s	
Aud the and Darties of the first	
Forther and the following form	
forther coverhal for insure forthwith, and pending the existence of this mortgage to keep insured	
by some misurance company or companies acceptable to the mortgagee , bis heirs or as-	
spins, the improvements on the hereby mortgaged land, to the amount of at least	
Five Thousand dollars, and cause the policy or policies issued therefor to tesso framed or endorsed, as in case of fire, to innre to the benefit of the	
	his
here or assigns, to the extent of his or their lien or claim the reunder, and to place such policy or	
policies corthwith in possession of the mortgagee, otherwise said part Y of the second part may	
at his option effect said insurance, and collect the premium or premium, poid therein the	
and the reon as part of the mortgage debl.	
And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind	
assigns of the respective points.	
and sears of said mortgagors ;	
Frank L. A. George W. Holler [SEAL]	
Geraldine L. Knox	
Geraldine L. Knox Ursula C. Holler [SEAL]	
State of Maryland, Garrett County, to-mit:	
On this 14th day of August 19.54, before me,	
Geraldine L. Knox, the undersigned officer personally appeared	
George W. Holler and Ursula C. Holler, his wife.	
known to me to be the persons whose names are subscribed to the within instrument and ac-	
knowledged that .they executed the same for the purposes therein contained. And at the same	
time before me personally appeared . Milton E. Pritts, the within many t	
mortgagee, and made oath in the form of law that the consideration in said mortgage is Assessed	
nona nice as therein set forth, and also made and in the form of how the Late the set of	
AF HE THE THE PROPERTY OF THE	
THE CO. THE STATE OF THE STATE	
Geraldine L. Knox, Notary Public	
Geraldine L. Knox, Notary Public	
PUBLICATI	

FILED AND RECORDED AUGUST 16" 1954 at 11:30 A.M.

This release of mortgage, made this 10th day of August, 195h, by Jacob Mills, party of the first part, and Sheridan L. Miles and Nellie L. Miles, his wife, parties of the second part.

Whereas, the said Jacob Mills is the holder of a mortgage from Sheridan L. Miles and Neilie L. Miles, his wife, to Jacob Mills dated November 16, 1945 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 177, folio 553.

And whereas, the said Sheridan L. Miles and Neilie L. Miles, his wife, having fully paid and satisfied the said mortgage, are entitled to have the property thereby affected released from the operation and effect thereof.

Wherefore now this release witnesseth, that for and in consideration of the premises and the sum of one dollar, the said Jacob Mills does hereby release the said mortgage and grant the property thereby affected unto the said Sheridan L. Miles and Netlie L. Miles, his wife, to be held by them in the same manner as if the said mortgage had never been made.

Witness the hand and seal of the said releasor.

WITNESS:

WITNESS:

STATE OF PENNSYLVANIA
COUNTY OF BEDFORD to-wit:

Notary Public

My Commission Expires

5 34 V

Mrs. Meude Whetstene, Notery Publi EVERETT, PENNA. My Commission Expires 2/8/55 FILED AND RECORDED AUGUST 17" 1954 at 2:00 P.M.

This Mortgage, Made this 17th

day of

Corne

In the year nineteen hundred and fifty-four , by and between Julie E. Bobo, widow, and Charles A. Bobo and Jean E. Bobo, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes ealled mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes ealled mortgagee, SOUTH ON P Witnesseth:

Whereas, the said

Julie E. Bobo, widow, and Charles A. Bobo and Jean E. Bobo, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Ten Hundred Seventy-Five (\$1075.00) - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues. at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Julie E. Bobo, widow, and Charles A. Bobo and Jean E. Bobo, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that parcel of land being Lots Numbers 687 and 688 Forest Avenue and Lots Numbers 750 and 751 Trenton Street, Section B as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumber land, Maryland, and more particularly described as follows:

BEGINNING at a point on the Westerly side of Forest Avenue, at the end of the first line of Lot No. 686, then running with the Westerly side of Forest Avenue, North 18 degrees 55 minutes East 40 feet, then North 36 degrees 30 minutes West 125 feet, more or less, to the Easterly line of Lot No. 752, then South 18 degrees 55 minutes West 33 feet, more or less, to the Northerly line of Lot No. 751, then North 71 degrees 5 minutes West 100 feet to the Easterly side of Trenton Street, then with the Easterly side of Trenton Street, South 18 degrees 55 minutes West 80 feet to the Northerly line of Lot No. 749, then South 71 degrees 5 minutes East 200 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Frederick A. Puderbaugh, Trustee, and wife, by deed dated the 8th day of March, 1947, and recorded in Liber No. 213, folio 682, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ten Hundred Seventy-Five (\$1075.000) ollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the agreement of the mortgage debt, but not to exceed in the agreement of the mortgage debt, but not to exceed in the agreement of the mortgage debt, but not to exceed in the agreement of the mortgage debt, but not to exceed in the agreement of the mortgage debt, but not to exceed in the agreement of the mortgage debt and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the date hereof, and the mortgage debt also secure as of the mortgage debt also secure as of the mortgage debt also secure as of the mortgage debt and the mortgage debt also secure as of the mortgage debt also secure

of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ten Hundred Seventy-Five (\$1075.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and blnd the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

. . . .

Julia & Bobo (SEAL)

Thomas & Keech

Charles A. Bobo (SEAL)

Jean E. Bobo (SEA

HOUR 306 PAGE 34"

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this /The day of August

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesald, personally appeared

Julie E. Bobo, widow, and Charles A. Bobo and Jean E. Bobo, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidaylt.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Notary Public

Myre Bly

FILED AND RECOIDED AUGUST 17" 1954 at 12:30 P.M.

		,	-//-	0 12.00	m + fer
PURCHASE MONEY					
Thin / metrous	 1,18			Assessment	

in the year Nineteen Hundred and Fifty-Four by and between

John F. Peach, Jr. and Katherine M. Peach, his wife,

of Allegany County, In the State of Maryland part ies of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Wilbereas, the said John F. Peach, Jr. and Katherine M. Peach, his wife,

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And Ulbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Pow Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John F. Peach, Jr. and Katherine

M. Peach, his wife.

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All those lots, pieces or parcels of ground situated, lying and being on the Southerly side of Camden Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 11 and the Westerly one-half of Lot No. 10 in Gates Addition to Cumberland, Maryland, a plat of which said Addition is recorded in Flat Book No. 1, folio 25, among the Land Records of Allegany County, Maryland, and which said appropriate is nonticularly described as followed.

Plat Book No. 1, folio 25, among the Land Records of Allegany County, Maryland, and which said property is particularly described as follows BEGINNING for the same at a stake standing on the Southerly side of Camden Avenue, distant South 66 degrees and 10 minutes West 696 feet from the turn in Camden Avenue at the division line between Lots Nos. 1 and 2 in said Addition, said stake being also at the end of the third line of a certain deed from J. Gladstone Wilson, et ux, to kichard G. DuVall, et ux, dated July 1, 1937, and recorded in Liber 178, folio 187, one of the Land Records of Allegany County, Maryland, and running thence with Camden Avenue and with part of the fourth line of said deed North 66 degrees 10 minutes East 75 feet to a stake; thence at right angles to said Camden Avenue, South 23 degrees 50 minutes East 150 feet to a stake standing on the Northerly side of a 16 foot alley at the end of 75 feet on the second line of said Wilson to DuVall deed, thence with the remainder of the second and all of the third lines thereof, South 66 degrees 10 minutes Nest 75 feet, and North 23 degrees 50 minutes West 150 feet to the place of beginning.

beginning.

It being the same property which was conveyed unto the said
John F. Peach, Jr. and Katherine M. Peach, his wife, by deed dated
May 8th, 1954, and to be recorded among the Land Records of Allegany
County, Maryland, prior to the recording of this mortgage, said deed
being from Richard G. DuVall and Esther L. DuVall, his wife.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

John F. Peach, Jr. and Katherine M. Peach, his wife,

may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John F. Peach, Jr. and Katherine M. Peach, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

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his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

UBFR 306 PAGE 347

	or assigns; which sale shall be made in manner following to-wil: By giving at least wenly days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said John F. Peach In a
	Katherine M. Peach, his wife, their heirs or assigns, and
	and the sale of the above commission
l	shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
	And the said John F. Peach, Jr. and Katherine M. Peach, his wife
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
	Iwelve Thousand and Five Hundred Dollars,
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim, hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
	Militess, the handand seahof said mortgagor s
	Attest:
	Jel 10
	Ethel McCarty John F. PEACH, JR. [SEAL]
	State of Maryland,
	Allegany County, to-wit:
	_
	I hereby certify, That on this 16th day of August
	in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John F. Feach, Jr. and Katherine M. Peach, his wife,
	and they acknowledged the aforegoing mortgage to be their
	act and deed; and at the same time before me also personelly
!	Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
	the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said
	Marcus A. Naughton
-	the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
1	VITARISS my hand and Notarial Seal the day and year aforesaid.
-	1119
	Ethel Mc Carty

. . .

THIS SUPPLEMENTAL MORTGAGE, Made this day of August, 1954, by Martha L. McKenzie, widow, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and The Liberty Trust Company, Cumberland, Maryland, hereinafter called the Mortgagee.

WHEREAS, by Mortgage dated the 22nd day of October, 1947, and recorded in Liber No. 201, folio 522, one of the Mortgage Records of Allegany County, which said Mortgage was executed to secure the principal indebtedness of Fifty-Eight Hundred Fifty (\$5850.00) Dollars, together with the interest thereon at the rate of Four (4%) per centum per annum, and which Mortgage constitutes a lien upon the property known as all that lot, piece, or parcel of ground situate, lying and being on the Northwesterly side of Woodlawn Terrace in the City of Cumberland, Allegany County, Maryland, being known and designated as the Southeasterly 45 feet of Lot No. 132 in Gephart's Bedford Street Addition; and which said Mortgage was executed by Raymond V. McKenzie and Martha L. McKenzie, his wife, and the said Raymond V. McKenzie has since departed this life, thus vesting the complete title in and to said property unto his widow as the survivor.

WHEREAS, the said Mortgagor has requested of the said Mortgagee that the terms of the payments of this mortgage be changed and that said Mortgage be extended for a further period in order to relieve the said Mortgagor from the amount of the present monthly payments which are burdensome by reducing the amount thereof, all in order to prevent further defaults thereunder.

NOW, THEREFORE, in consideration of the premises, the said Mortgagee does hereby covenant and agree with the said Mortgager that the term of said Mortgage shall be extended for a period of Six years Nine months from the 1st day of September, 1954, thus making the final payment under the extended terms of said Mortgage due and payable on the 1st day of August, 1971, and the monthly payments on said Mortgage, which payments shall include interest and principal at the rate aforesaid, shall be in the amount of not less than Twenty-Six and 55/100 (\$26.55) Dollars each, the first of said payments to be made on the 1st day of September, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The present unpaid balance of the said Mortgage is Forty-Three Hundred Eighty (\$4380.00) Dollars.

The said Mortgagors do hereby covenant and agree to

make the payments promptly as aforesaid, and it is further agreed by and between the parties hereto that, with the exception of the changes of the terms of payment as above set forth, all of the other terms and conditions of the original Mortgage between the parties hereto, shall remain in full force and effect.

WITNESS the hand and seal of the said Mortgagor the day and year above written, and IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be signed by its President, with its Corporate Seal hereto affixed, all duly attested by its Secretary on the day and year above written.

WITNESS:

Martha L. McKenzie (SEAD)

Guargan Smith

THE LIBERTY TRUST COMPANY

ATTEST:

Mill Secretary

President

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 13th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Martha L. McKenzie, widow, and she acknowledged the aforegoing instrument of writing to be her act and deed, and at the same time also personally appeared Charles A. Piper, President of The Liberty Trust Company, and as such acknowledged the aforegoing instrument of writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal on the day and year

Notary Public

19

FILED AND RECORDED AUGUST 17" 1954 at 1:10 P.M.

of ________, 1954, by and between The Allegary Building, Loan and Savings Company of Cumberland, Maryland, a corporation duly created and existing under the Laws of the State of Maryland, party of the first part, and Edward L. Gates and Helen Gertrude Gates, his wife, of Allegary County, Maryland, parties of the second part,

WITNESSETH:

WHEREAS, the party of the first part is the owner holder of three certain mortgages given to it by the said parties of the second part hereto, on the property hereinafter particularly described as well as on other property, dated respectively July 14, 1944, September 28, 1946, and October 19, 1948, and recorded respectively in Liber 170, folio 599; Liber 186, folio 701; and Liber 217, folio 245 among the Mortgage Records of Allegany County, Maryland; and

WHEREAS, the said parties of the second part have substantially reduced the total of the principal mortgage indebtedness and have requested the party of the first part to release from the operation of said mortgages the property hereby described and conveyed and the party of the first part hereto has consented so to do.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid by the parties of the second part to the said party of the first part, the receipt of which is hereby acknowledged, the said party of the first part does hereby release the lien of its three said mortgages and grants unto the parties of the second part, all that lot, piece or parcel of ground situated on the North side of Green Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a chiseled point "X" standing on the North side of Green Street, from which the point of centre line of the partition wall (between house Nos. 503 and 505 of the double dwelling that stands on parcel of ground conveyed by John Schilling, et al., to Edward Gates by a deed dated the 1st day of March, 1882, and recorded in Liber No. 57, folio 563, one of the Land Records of Allegany County, Maryland, stands at right angles to the lot line, which is also parallel to the curb line, assuming the curb line to be a bearing of North 70 degrees and

LIBER 306 PAGE 353

THIRTY-ONE AND NO/100 - - - - Dollars,

(\$31.00) commencing on the 10th. day of September . 195 4

and on the 10th. day of each month thereafter until the principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due

and payable on the 15th, day of August , 1956 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also seenre future advances so far as legally permissible at the date hereof.

does hereby give, grant, burgain and sell, convey, transfer, release and confirm unto the said The Fldelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that real estate eituated in the town of Barton, Allegany County, Maryland, and more particularly known ee Lots Noe. Twenty-eight (28) and Twenty-nine (29) on North Railroad Street. The said Lot No. 28 being described as beginning et a stake at the end of the first line of Lot No. 27 and running thence, North 45 degrees 30 minutes East 50 feet to a stake, thenca North 44 degrees 30 minutes West 164 feet to Georgee' Creek and with it to the end of the second line or Lot No. 27, thence South 44 degrees 30 minutes East 176 feet to the beginning. The said Lot No. 29 being described as beginning at a stake at the end of the first line of Lot No. 28 and running thence, North 45 degrees 30 minutes East 50 fact to a stake, thance North 44 degrees 30 minutes West 156 faat to Georges' Craek, and with it to the and of the second line of Lot No. 28, thence South 44 degrees 30 minutes East 164 feet to the place of beginning.

BEING the same property which was conveyed to the seid James D. Fellock and Alice Pollock, his wife, by deed from Edward L. Pollock, deted June 17, 1957 and recorded in Liber No. 179, folio 49, one of the Land Records of Allegeny County, Maryland. Special reference is hereby made to said deed for a further description of said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do end shail pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shell become due end payeble, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be mede in the premises end no longer, the said mortgagor may retain possession of the mortgeged property, upon paying in the meantime, all taxes, essessments and public liens levied on seld property, all which taxes, mortgage debt end interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

SEVEN HUNDRED AND NO/100 - - - - - - - - - (\$ 700.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the deht hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties

LIBER 306 PAGE 351

40 minutes West, and running thence with vernier readings reduced to Magnetic bearings and horizontal measurements, and at right angles to the curb line, North 19 degrees and 20 minutes Bast 18.5 feet to the centre point of partition wall on the South side of said dwelling; thence with centre of partition wall, North 19 degrees and 55 minutes East 28.3 feet; thence at right angles to the left, North 70 degrees and 25 minutes West 3 inches; thence with the centre of a double partition wall, North 19 degrees and 55 minutes East 15.2 feet to the North edge of said double dwelling; thence leaving the dwelling and running North 2 degrees and 7 minutes East 16.8 feet to a stake; thence South 70 degrees and 40 minutes East 28 feet to a stake standing on the West division line of parcel of ground conveyed by Catherine Weise to Ralph S. Thomas by a deed dated the 10th day of May, 1933, and recorded in Liber No. 169, folio 341, one of the Land Records of said Allegany County; thence with said division line, North 12 degrees and 5 minutes East about 69.5 feet to a point on the South side of an alley; thence with said alley, North 71 degrees and 40 minutes West about 56 feet to a point on the division line of an adjoining property; thence with said division line, South 11 degrees and 42 minutes West 148 feet to the dividing stone wall on the North side of Green Street; thence with the North side of Green Street, South 70 degrees and 40 minutes East 23.6 feet more or less to the place of beginning.

BEING the same property conveyed unto the said Edward L. Gates by Edward Gates, widower, by a deed dated July 14, 1944, and recorded in Liber 200, folio 610, one of the Land Records of Allegany County, Maryland.

TO HAVE AND TO HOLD said property unto the said Edward L. Gates and Helen Gertrude Gates, his wife, to be held by them in the same manner as if the said mortgages had never been made against the property so particularly described but said three mortgages to remain valid and existing liens on the other properties described in them in the same manner as if this Release had never been executed.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name by its President and its Corporate Seal to be hereto attached, duly attested by its searches all on the day and date first above written.

6-07175h

THE ALLEGANY BUILDING, LOAN AND SAVINGS COMPANY OF CUMBERLAND, MARYLAND,

DOROTHY'S AMICK, PRESIDENT.

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this & day of Changed

1054, before me, the subscriber, a Notary Public of the State of

Maryland, in and for Allegany County aforesaid, personally appeared

Dorothy S. Amick, President of The Allegany Building, Loan and

Savings Company of Cumberland, Maryland, and acknowledged the

aforegoing Deed of Release of Mortgages to be the act and deed of
said Company.

WITNESS my hand and Notarial Seal the day and date last above written.

Miles & Protest Public.

Compared and Malled Delivered m. B.
To Mugee Cody Frostbury End

FILED AND RECORDED AUGUST 17" 1954 at 10:20 # .M.

This Morigage, Made this 13th. day of August

in the year

Nineteen Hundred and Fifty-four by and between

JAMES D. POLLOCK and ALICE FOLLOCK, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

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WHEREAS, the said mortgagor is justly and bons fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of SEVEN HUNDRED AND NO/100 - - - - - - - - - - - - - Dollars

(8 700.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgager has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of



18FR 306 PAGE 355

WITNESS the hand and seal of said mortgaeor,

ATTENT:

OTAN,

Julie D. Follow July Alice Follow (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 1,th. day of august

in the year Nineteen

Hundred and Fifty -four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES D. POLLOCK and LICE POLLOCK, his wire,

acknowledged the foregoing mortgage to be their respective - - - act; and at the same time, before me also personally appeared *** | Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said makes to clause did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

FILED AND RECORDED AUGUST 17" 1954 at 10: 20 A.R.

THIS FURCHASE MONEY MORTUAGE, Made this 13th. day of August, 1954, by and between BORDEN SHAFT VOLUMTEER FIRE COMPANY NO. 1, INC., party of the first part, and THE FIDELITY SAVINGS BANE OF FROSTRURG, ALLEGANY COUNTY, MARY-LAND, party of the second part, both corporations duly incorporated under the Laws of the State of Maryland.

WITNESSETH:

WHEREAS, the party of the first part now stands indebted unto the party of the second part in the full end just sum of FIVE THOUSAND TWO HUNDRED (\$5,200.00) DOLLARS with interest et six per centum (6 %) per emum as is evidenced by a promissory note of the party of the first part of even dete herewith for said sum of FIVE THOUSAND TWO HUNDRED (\$5,200.00) DOLLARS, payable to the party of the second part ONE (1) YEAR after date with interest payable quarterly.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does hereby give, grant, bergain and sell, release, convey and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, in fee simple, the following property, to-wit:

FIRST PARCEL: All the surface of all that tract or parcel of lend lying and being in Election District No. 19 in Allegeny County, Maryland, situate in the Village of Shaft, and on the Northeasterly side of the county road leading from Shaft to Midlothian, which is more particularly described as follows:

BEGINNING at an iron pipe stake standing near the Easterly gatepost giving access to the herein conveyed land, and on the Northerly edge of the aforementioned road leading from Shaft to Midlothian, the eaid beginning point also stands North 61 degrees 8 minutes West 105.04 feet from survey station "B", (a lead plug embedded in the top of the concrete road culvert at the junction of the aforementioned road and the county road which leads to Carlos) thence, from said beginning point, generally following a wire fence line and the Northerly end Easterly bounds of the said Midlothian Road the six following courses and distances: North 60 degrees 28 minutes West 99 feet; North 44 degrees 2 minutes West 22.65 feet; North 14 degrees 38 minutes West 46.74 feet; North 2 degrees 43 minutes West 31.85 feet; North 24 degrees 51 minutes Bast 69.42 feet and North 29 degrees 30 minutes Bast 29 feet; thence leaving the bounds of the said county roed, and with the Southerly bounds of a 15 foot alleymy, South 61 degrees 28 minutes East 176.14 feet; thence generally with a wire fence line the following two courses and distances, South 33 degrees 48 minutes West 50 feet and South 29 degrees 45 minutes West 139.72 feet to the point of beginning, containing 0.91 acres, more or less.

REING the same property which was conveyed to the party of the first part herein by deed from Borden Mining Company, dated March 15, 1954 and recorded in Liber No. 257, folio 502, one of the Land Records of Allegany

- 1

County, Maryland.

SECOND PARCEL: All the surface of all that tract or parcel of land lying and being in Allegany County, Maryland, eituate in Election District No. 19 in the Village of Borden Shaft on the Southwest eide of the County Road which leads from Borden Shaft to Carloe and which is more particularly deacribed as follows:

eaid point being North 85 degrees 55 minutes West 20 feet from the center of a bridge on said County Road over George's Crask, and being also North 15 degrees 26 minutes East of a lead plug in the Southwesterly wing wall of said bridge, thence South 15 degrees 26 minutes West 160 feat along Westerly side of George's Crask, than leaving George's Crask North 85 degrees 55 minutes West 102.92 feet, thence North 8 degrees 53 minutes East 158.95 feet to the center line of before mentioned County Road, thence with centerline thereof South 85 degrees 55 minutes East 119 feet to the place of beginning; containing in all 0.4 acree more or less.

BEING the same property which was convayed to the party of the first part herein by deed from Borden Mining Company, dated the All day of . 1954 and intended to be recorded among said Land Recorde of Allegany County, Maryland, simultaneously with this Mortgage which is executed to ascure a part of the purchase price of the above described property and is therefore a FURCHASE MONEY MORTGAGE. Although said deed is dated as above noted it was, nevertheless, not delivered until the execution of this Mortgage and both instruments are a part of one simultaneous transaction.

TOGETHER with the buildings and improvements thereon, and the righte, roade, ways, watere, privileges and appurtenancee thereunto belonging or in anywise apportaining.

PROVIDED, that if the eaid party of the first part, its successors or assigns the aforesaid sum of Five Thousand Two Hundred (\$5,200.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the eaid party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessmente and public liens levied on eaid property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, ecvenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

these presents are hereby declared to be made in truet, and the said party of the escond part, its successors or assigns or Albert A. Doub, its, his, her or their duly constituted ettorney or agent, ers hereby authorized and empowered, at any time thereefter, to cell the property heraby mortgeged or co much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereor, hie, har or their heirs or sacigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notics of the time, place, manner and terms of cale in some newspaper published in Allegany County, Maryland, which said male shall be et public suction ror cash, and the proceeds erising from such sale to apply first to the payment of all expenses incident to such cele, including all taxes lavied, end a commission or eight per cent. to the party celling or making seid cale; eccondly, to the payment of all moneya owing under this mortgage, whether the same chail have been then matured or not; and sa to the balance, to pay it over to the eaid party of the first part, its successors or assigns, and in case of edvertisement under the above power but no eals, one-half of the above commission shall be allowed and paid by the mortgagor, the party of the first part, its successors or eseigns.

AND the seid mortgagor, the party of the first part, further covenants to insure rorthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages, this party of the second part, its successors or assigns, the improvements on the hersby mortgaged land to the amount of at least Five Thousand Two Hundred (\$5,200.00) Dollars, and to sause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the party of the associate part, the mortgages herein, its successors or assigns, to the extent of its or their lies or claim hereunder, end to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the corporate name of Borden Shaft Volunteer Fire Company No. 1, Inc., and the eignature of ite Precident, duly attented by ite Secretary, with the corporate seal attached, the day and year rirat above written.

BORDEN SHAFT VOLUNTEER FIRE COMPANY NO. 1, INC.

en Su me nil

ALBERT A. DOUB

1

STATE OF MARYLAND, ALLEGANY COUNTY, TO-MIT:

I HEREBY CERTIFY, that on this Aday of August, 1954, before me, the subscriber, e Notary Public of the State of Maryland in and for Allegany County aforesaid personally eppeared Leo MaNeil.

President of Borden Shaft Volunteer Fire Company No. 1, Inc., and ecknowledged the foregoing Mortgage to be the act and deed of said corporation, and he further made oath that he is the President of said corporation and duly authorized by it to make this soknowledgment; and at the same time, before me elso personally appeared G. Alvin Kreiling, Treesurer or The Fidality Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgages, and made oath in due form of law, that the consideration in said mortgage is true and bone fide as therein sat forth; end the said G. Alvin Kreiling did rurther in like manner make oath that he is the Treasurer, and agent for said corporation and is duly authorized by it to make this arridevit.

IN MITNESS MERREOF, I have hereunto set my hand and arrixed my Notariel Seal the day end year last above written.

A ala M. Race

NOTARY PUBLIC

PUBY I

To profee City

FILED AND RECORDED AUGUST 17" 1954 at 10:35 A.M.

This Mortgage, Made this 16 th day of August,

in the year Nineteen Hundred and Fifty - four _____, by and between

GEORGE O. BUTTS and MARGARET M. BUTTS, his wife,

of Allegany

part ies of the first part, and THE FIRST NATIONAL BANK OF CHEBERTAND, a national banking corporation, having its principal office in the City of Cumberland,

MEX Allegany

_County, in the State of Maryland,



of the second part, WITNESSETH. party

Unborcas, the parties of the first part are justly and bona fide indebted unt the party of the secondpart in the full and just sum of SEVEN THOUSAND DOLLARS (\$7,00.00) with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in an installment of not less than \$50.06 beginning on the 664 day of 1850, and a like and equal installment of not less than \$50.06 on the said day of each and every menth thereafter until the whole of said principal and interest is paid.

The entire unpuid principal debt together with the interest due thereon shall become due and payable to the party of the second part ten (1)) years from the date of this mortgage.

Monthly payments aforesaid shall be applied, first the coverent of interest, and, secondly, to the payment of the private indebtedness.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, thrand and in order to secure the prompt rayment of much future advances, together with the interest thereon, as may be made by the said party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage

The first part property to the full payment of the aforesaid mortgage was and not exceeding in aggregate the sum of Fivs Hundred Dollars (\$50.70), and not to be made in an amount which would cause the principal indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvement to the hereby mortgaged property, the said parties of the first part do hereby give, grant, bergain and sell, release, convey and confirm unto the said party of the second part, its successors and assigns, the following property, to wit:

All that lot, piece or parcel of ground lying and heing on the East side of Polk Street, in the City of Cumberland, Allegany County, Maryland, being a part of Lot No. 6 in Blocher's Addition to Cumberland, and being the Southerly half of the rear half of said Lot No. 6 which fronts on Polk Street, said rear half of said lot No. 6 being marked Part 3 on a plat filed in No. 1,826 Equity, in the Circuit Court for Allegany County, Maryland, and recorded in Judgment Records, liber No. 19, folio 257, of said Allegany County, the said Southerly half of said Part No. 3 hereby conveyed being described as follows:

BEGINNING for the same on the East side of

Street at the end of the secondline of Lot No. 5 in said Addition to Cumberland, and running thence reversing said second line, South 65 degrees East 80 feet to the end of the third line of the first part of said Lot No. 6 formerly owned by Walter Grant Morris; then reversing said third line and the same extended North 25 degrees Fast 25 feet; then North 65 degrees West 80 feet to Polk Street; then with part of the third line of said Lot No. 6 and the East side of Polk Street, South 25 degrees West 25 feet to the place of beginning.

IT BEING the sams property conveyed by Ella F. Richards, widow, to George O. Butts and Margaret M. Butts, his wife by deed dated December 8, 1944, and recorded among the Land Records of Allegany County, Maryland, in Dand Liber No. 202, folio 415. Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining,

Drovided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors and assigns,

. . . .

FERRITOR XX REPRESENTATION NO DESCRIPTION the aforesaid sum of Seven Thousand Dollars .. (\$7,000.00)

IBFR 306 PAGE 361

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.
And it is Egreed that until default be made in the premises, the said parties of
the first part
may hold and a
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Parties of the first part
hereby covenant to pay when legally demandable. Or of any installment aforessing the second of the mortgage debt aforesald. Or of the letterest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said party of the secon
part, its successors and assigns,
his hancoutous rational strains strains and hancoutous and and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said Darties of the first
part that
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, helrs or assigns.
and the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or 1ts successors and
assigns, the improvements on the hereby mortgaged land to the amount of at least
Seven Thousand Dollars (\$7,000.00) Dollars,
and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of fires.
to inure to the benefit of the mortgagee , its successors helmor assigns, to the extent
of 118 ZEAR lies or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
Mitness, the handmand seals said mortgagos
Attest: TUTE George O. Butta [SEAL]
Margaret M. Butts [SEAL]
[SEAL]

HIRR 306 PAGE 362

State of Maryland. Allegany County, to-wit:

I hereby reriffy. That on this 16 th day of August, in the year nimeteen Hundred and Fifty - four . before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared . GEORIE O. BUTTS and MARGARET M. BUTTS, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared A. W. TINDAL, President of The First National Bank of Cumberland, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth; and he further made oath in due form of law that he is the Fresident of said bank and is duly within the within and and Notarial Seal the day and year aforesaid.

Notary Public.

Compared and Mailed Delivered 2013
To Oblige Sel Barage Sel

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FILED AND RECORDED AUGUST 17" 1954 at 10:35 A.M.

PURCHASE MONEY

This/Aurinage, Made this seventeenth day of July,
in the year Nineteen Hundred and Fifty -four by and between

ROBERT L. CASSIDY and MARY LOU CASSIDY, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,
MARYLAND, a national banking corporation, having its principal office
in Mount Savage,

Part Y ______of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of TWENTY SEVEN HUNDRED DOLLARS (\$2,700.00) with interest from which said sum the said parties of the first part covenant to pay in equal monthly installments of \$27.99 on account of interest and the same day of each and every month thereafter until the whole of said principal and interest is paid. Said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the rayment of principal of the mortgare indebtedness.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the construct there-

of, together with the interest thereon, MANNAIX. and inorder to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebted ness and not exceeding in the aggregate the sum of FIVE HUNDRED DOLLARS

(\$500.00), and not to be made in an amount which would cause the principal indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements

to the hereby mortgaged premises, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to wit:

All that lot or parcel of land situate, lying and particularly described as follows, to wit:

BEGINNING for the same at the beginning corner of of the 16th day of August, 1901, and recorded in liber No. 97, folio with the fourth line of said deed, reversed, allowing for variation, south 20 degrees 51 minutes East 154.5 feet to a per standing on line;

and running thence from said peg, North 69 degrees 26 minutes Bast 44.7 feet to a peg; thence North 24 degrees 09 minutes West 157.0 feet to a peg standing on the east side of Foundry Row Street; and running thence with said Street, South 67 degrees 20 minutes West 36.0 feet to the place of beginning, containing .15 acres of land.

Said lot is improved by one of the Foundry Row Street swellings, house No. 126.

widow, to Robert L. Cassidy and Mary Lou Gassidy, his wife, by deed dated the 10th day of James, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the records at the same time as the delivery of this mortgare, both being part of part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors and assigns,

executive x radial attractive x by marking, the aforesaid sum of TWENTY SEVEN HUNDRED DOLLARS (\$2,700.00)

166R 306 BAGE 364

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties
of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Dartles of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said party of the seco
part, its successors and assigns,
being a secondly, to the payment of all moneys owing under this mortgage, whether the same shall hence so region and are some payment of all moneys owing under this mortgage, whether the same so hence same to the purchaser of purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said parties of the first
part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said parties of the first part
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors and
assigns, the improvements on the hereby mortgaged land to the amount of at least
Twenty Seven Hundred Dollars (\$2,700.00)
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee , 1ts successors axis or assigns, to the extent
of 1ta zinax lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Mitness, the handsand seals said mortgagors
At Pay Degal Coler & Cassidy [SEAL] Robert L. Cassidy
[SEAL]
Mary Lou Cassidy [SEAL]
CORMISSION EXPIRES MAY 2, 1985

HORR 306 MGE 365

State of Maryland, Allegany County, to-wit:

I herring certifit, That on this seventeenth day of Jaly,
in the year nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ROBERT L. CASSIDY and MARY LOU CASSIDY, his wife, and they acknowledged the aforegoing a ortgage to be their act and deed; and at the same time before me also personally appeared RAYMOND L.

HEG ELWRIGHT, Cashier of The First National Bank of Mount Savage, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth; and he further made oath in due Torm of law that he is the Cashier of said bank and is duly form of law that he is the Cashier of said bank and is duly the said to make this affidavit.

Notary Public.

FILED AND RECORDED AUGUST 17" 1954 at 10:35 A.M.

PURCHASE MONEY

RICHARD W. TREVASKIS, JR. and MARION H. TREVASKIS, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and FRANK DIAMOND and VERONICA C. DIAMOND, his
wife,

of Allegany

County, in the State of Maryland

part 108 of the second part, WITNESSETH:

Unbercas, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of THRE THOUSAND DOWNERS (\$3,000.00), payable one year after date to the order of the parties of the second part, together with interest thereon at the rate of five per cent (5%) per annum, payabls semi-aneually, and which said sum of money together with the interest there as aforesaid the said parties of the first part covenant and agree to pay as and when the same shall be due and payable.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand pand, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

П

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All the following described lots or parcels of land lying and being in the City of Lumberland, Allerany County, State of Maryland, and more particularly described as follows:

FIRST: All that parcel of land being a part of Lot No. 6 on the plat of the property of "Thruston Heirs and J. B. Ford", as re orded among the Land seconds of Allegany County, Maryland in Liber No. 43, folio 704 and described as follows:

BEGINNING for the part of said Lot No. 6 hereby intended to be conveyed at a point on the Easterly side of Front Street distant one foot from the beginning of the whole Lot No. 6, and distant one foot in a Northerly direction from the Northwest corner of Lot No. 5, on said plat, and running with Front Street North 17 degrees

West 24 feet to Shinbone Alley, then with said Alley North 41-1/2 degrees East 41 feet, then South 54 degrees 30 minutes East 57 feet and 5 inches, then by a straight line to the place of beginning.

SECOND: All that other lot of ground adjoining the land above described and described as follows:

BEGINNING for the same at a point on Shinbone Alley, at the Southwest corner of J. N. M Brandler's lot and running thence South 41-1/2 degrees West 22 feet to the corner of Lot No. 6 above referred to on Shinbone Alley, and running with the rear line of Lot No. 6 South 54 degrees 30 minutes East 45 feet, thence running across the whole lot, at right angles with said rear line of Lot No. 6, North 35-1/2 degrees East 22 feet to the J. N. M. Brandler's lot, and with the line of his lot to the beginning.

Diamond and Veronica E. Diamond, his wife, to Richard W. Trevaskis, Jr. and Marion H. Trevaskis, his wife, by deed dated the 13th day of July, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these present: said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being tart of one simultaneous transaction and the mortgage being liven to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon and the rights made ways

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pny to the said

parties of the second part, their

. . .

executor , administrator or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Parties of the second art, their heirs, executors, administrators and assigns, or Mattrew J. Mullaney, his over for their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs days, notice of the time, place, manner and terms of sale in some newspaper published in Cumdays' notice of the time, place, manner and terms of sale in some newspaper published in cumberland, Maryland which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Hittiess, the handamd seabof said mortgagors Richard W. Trevaskis, fr. Marion H. Trevaskis State of Margland, Allegany County, to-mit: I hereby certify, That on this day of day of in the year nineteen Hundred and Fifty -four ____ before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared UCHARD W. TREVASKIS, JR. and MARION H. TREVASKIS, his wife, and they acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally appeared FRANK DIAMOND, the within named mortgagee\$ and made oath in due form of law, that the consideration in mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year afore

. 1

FILED AND RECORDED AUGUST 17" 1954 at 1:10 P.M.

THIS DEED OF RELEASE, Made this 13+4 day of August, 1954, by Arthur J. Weder, surviving executor of the estate of Louis Weber, decessed.

WHEREAS, by mortgage dated the 3rd day of March, 1935, and executed by The Liberty Milk Company, Incorporated, to Louis Weber, the real estate therein described was conveyed to said Louis Weber, for the purpose of securing the payment of \$15000.00 on the terms and conditions therein expressed, as by reference to said mortgage recorded in Liber No. 129, folio 28 Mortgage Records of Allegeny County, Maryland, will fully acpear;

And by a mortgage dated March 29, 1940, and executed by The Liberty Milk Company, Incorporated to Louis Weber, the real estate therein described was conveyed for the purpose of securing the payment of \$3000.00, Mortgage Records of Allegany County, Maryland, in Liber No. 150, folio 312.

And by a mortgage dated July 31, 1946, and executed by The Liberty Milk Company, Incorporated, to Louis Weber, the real estate therein described was conveyed for the purpose of securing the payment of \$17000.00 said mortgage is recorded in Liber No. 185, folio 30 Mortgage Records of Allegany County, Maryland.

And by a mortgage dated December 28, 1946, and executed by the Liberty Milk Company, Incorporated, to Louis Weber, the real estate therein described was conveyed for the purpose of securing the payment of \$10000.00 said mortgage is recorded in Liber No. 190, folio 91 Mortgage Records of Allegany County, Maryland.

And whereas, all of said mortgage debt has been fully paid and satisfied by said mortgagor, wherefore this release is executed.

NOW, THE REFORE, THIS RELEASE WITNESSETH: That in consideration of the premises and of the sum of One Doller, Arthur J. Weber, surviving executor of the estate of Louis Weber, deceased, does hereby release said mortgages and does hereby grant unto said mortgagor its successors and assigns, all that real estate which was conveyed by and described in said mortgages to have and to hold said real estate unto said mortgagor, its successors and assigns, in the same manner as if said mortgage had never been executed.

IN WITNESS WHEREOF I have hereunto signed my name and

wffixed my sew! this 13th day of August, 1954.

Arthur J. Weber Surviving executor of the setate of Louis Weber, decessed.

WITNESS:

Mary B. White

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

THIS IS TO CERTIFY, That on this / day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arthur J. Weber, surviving executor of the estate of Louis Weber, deceased, and acknowledged the aforegoing deed of release to be his act and deed.

Witness my hand and Notarial Seal this 13 th day of August, 1954.

Mary B. white

FILED AND RECORDED AUGUST 17" 1954 at 12:35 P.M.

rurantae cone

THIS DETGAGE, made this 17th day of August in the year one thousand nine hundred and fiftyfour, by and retween Melson Lyons and a second, als wife, of Allegany Count, State of Maryland, of the first part, and J. H. Wolverton, Sr., of Mineral Count, State of West Virginia, of the second part.

indebted unto the said party of the second part in the sum of Three Indebted unto the said party of the second part in the sum of Three Thousand Seven Hundred (\$3,700.00) Dollars, the same being for money this day losned them for the purchase price of real estate, and which is evidenced by their joint and several promissory note of even date herewith, under seal and payable to the order of the said party of the second part with interest at the rate of 6% per annum in monthly payments of \$50.00 each together with interest for one month on unpaid principal, beginning on the 17th day of September, 1954, and to continue on the 17th day of each succeeding month thereafter, until the entire amount of principal and interest are

full, paid.

and whereas, it was a condition precedent to the lending of some and the acceptance of said note that this lien be given upon the real estate hereinafter described in order to more fully secure the proupt payment of said note according to the words, ten-

It is understood that all of the terms and provisions of said note are to eas inding and effective as if fully set out in this instrument.

Now, Therefore, in consideration of the premises, and in order to secure the prompt parament of the said indertedness at the maturity thereof, together with the interest thereon, the said parties of the first part do har ain, sell, five, grant, convey, r lease and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

All trat lot, piece or parcel of land situate in the Town of westernport, Allegany County, State of Margland, to-wit:

ESGI: It 3 at a sist where a stone is called for, being the be inning corner to the 53/100 of an acre tract conveyed by Patrick llenn to the Fiedment and Gerres Creek Railway Company located in the north coundary line of the west Virginia Central and rittsburgh Railway Company's right of way, now Western Mar, land Railway Company ocsted northeastward 41 feet from the center of the cross-over of said two railroads and running thence with the first original line orrected N 30 degrees 56.8 feet to an iron stake located in the said line and 28.9 feet from the east rail of said riedmont and eorges Creek Railway (now Cumberland & Pennsylvania Railroad) divsion corner now made; thence making division line (continued verner readings) S 63 degrees 15 minutes East 68.5 feet to an iron take; thence South 71 degrees 42 minutes East 88.8 feet to a post 3.5 feet short of an iron pipe in the concrete retaining wall at the est side of George's Creek, thence South 26 degrees 45 minutes est 10 feet to a post, last corner of the 53/100 acre tract first bove mentioned, located North 26 degrees 45 minutes West 10 feet rom the North rail of the Western Maryland Railway Company track; hence with the last line of the aforesaid tract by a curve to the eft having a radius of 829 feet for a distance of 176 feet to the lace of beginning, containing 0.10 of an acre.

This is the same real estate as was conveyed to Ray parkildett y Carl Nelson Field and wife by deed dated June 27, 1951, of record n the Circuit Clerk's office of Allegany County, Land Record No. 34, Folio 699, and is the same real estate as has been conveyed by

eed of even date to the said parties of the first part by Ray C. Iliott, single, which deed is to be recorded in the Land Records Fice of the County of Allegany, State of Maryland, immediately before or simultaneously with the recording of this work re-

The ether with the buildings and in ryments thereon, and the ts, reas, ways, waters, Pivileges and appurtenances the reunto

revised, but is the sale arties of the first art, their heirs, executers, coministrators, or easi ns, do and shall may to the sile each of the second part, his being, executer, administrator, or assins, the aforesicent issort note, together with the interest in the neartine to the words, tenor and effect of said note, and in the neartine shall perform all the covenants herein on their part to the enformed, then this mortage shall be vid.

And it is agreed, that until a fault to made in the remises, the said arties of the first part may hold and possess the aforessid propert, upon payin, in the meantime, all taxes, assessments, and public iens levied on said property; all which taxes, nortgage de t and interest thereon, the said parties of the first part here-

But in case of default being made in the payment of the mortage debt aforesald or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortage, then the entire mortgage dect intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the sald party of the second part, his heirs, executors, administrators and assigns, or D. E. Cuppett, Jr., his or their auly constituted attorney or a ent is hereby authorized and empowered, at any time thereafter, to sell the property nerely mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers thereof, his, her or their heirs or assisns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland which terms shall be for cash, and the proceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten percent to the party selling or making said sale, and if the property be advertised for default and and no sale be made, one-half said commissions and other expenses incurred shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; secondly, to the payment

LIBER $306\,\,\mathrm{PMGE}372$

in monies win more this entries, whether the same shall have - alares or all; and as to the telence, to say it over to the -1 parties - 1 - Tirst part, Colr leirs r assi ns.

nels of the first part art or avenuat to inale, a part the existence this certains as temp om, ales esta a tomo oirs, or assins, the lir vanits on the acy Same and period on perioding therefor to

reserved as in case of fir, to improve to the second , in the rassim, to the extit file or tor L'in r lais de roundre, and a parte orth palice or policies ortiith in passession of he art alee, Jin rwise all arty of the sion art ag at is prior effect as a lisurance, and collect the perium or premiums , i therefor, with miarest in rech as part of 1,5 1 6 .W. I.

and it is a reed that the owers, stipplet; he and c venants essid are to extend to and lind the sev rai neirs, execut rs, entrietrature, successors and assime of the respective parties

Koy 6 Ellist

tt to har land, Allegany County, to-wit:

on this 1 th day of Au ust, 1954, before me, a notary public, and constrained officer, personally appeared Nelson Lyons and Dorse Lyons, his wife, known to me to be the persons whose names are unscribed to the within instrument and acknowledged that they executed ted the same for the purposes therein contained. And at the same inco celure me personally appeared D. a. Duppett, Jr., attorney for e within named mortgagee, and made oath in que form of law that ne consideration in said mortgage is true and bona fide as therein et forth, and also made oath in due form of law that he is the atorney and agent of the within named mortgages and is authorized to ane this allicavit.

My commission expires

May 5, 1958

Lane Rolans Notary Public, Allegany County

Paul R. Davis

LIBER 306 PAGE 373

Compayed and Maded Delivered For

FILED	will	REQ	HD SD	aug ust	18"	1954	at	1:20	P.1
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This Mortgage, Made thia	17/4 day of Avenst
in the year Nineteen Hundred and Fifty -	Ohr , by and between
miel . Jolins and zva	. Collins, his wife,
of Allegany	County, in the State of larvland
part les of the first part, and	
.i.lia. Dav ill and mina	L. ill, his wife.

Tabercas, the said parties of the first part are inabled unto the said parties of the second part in the full and just sum as three number (3500.00) inlars, which said sum the said parties of the first part to hereov agree to repay within two

County, in the State of Maryland

wears from him late acreof, without interest.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit: all of that piece or parcel of land lying and situated about four miles east of the City of Cumberland, Allegany County, aryland, on the Christie Road, and described as follows:

BEGINNING for the same at the end of the second line of that property conveyed by Howard E. Fisher and Mary E. Fisher, wife by deed dated the 23rd day of June, 1949, at a locust post, a fence corner on the north side of a road and with the third

of

Dart

Allegery

of the second part, WITNESSETH:

LIBER 306 PAGE 374

line of said tract, north 42 degrees east 100 feet, north 57 degrees east 135 feet, north 572 degrees east 190 feet to a sugar le tree, south 5 degrees east 87 feet, south 70 degrees west 1 feet, south 55 degrees west 300 feet to a stake standing estate an arun and road, leaving said stake and running along the 100 to side of road, morth 50 degrees west 10 feet to the place of estanding, containing 1, acres, more or less.

sair parties of the first part by filliam for will and bina be ill, his sife, by deal of even date herewith and intended to be recorded among the land records of an egany County, ar land, simultaneously with the recording of this mortgage.

THIS is a purchase oney mortrare given to secure a part of the urchase price.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

parties of the second part, their

from such sale to apply first to the payment of all expenses incident to such sale, including at taxes levied, and a commission of eight per cent to the party will.	
taxes levied, and a commission of eight per cent to the party selling or making sale, including at to the payment of all moneys owing under this mortgage whether	1
to the payment of all moneys owing under this mortgage, whether the same shall have been then	,
matured or not; and as to the baiance, to pay it over to the said	'
Mirling of the Cines and	٠,
in case of advertisement under the above power but	1
Il and the above power but no sale one ball at a	
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	
And the said	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgagee or	
assigns, the improvements on the hereby mortgaged fand to the amount of at least	
nerely mortgaged land to the amount of at least	
and to cause the relieu Dollars,	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in ease of fires,	
to mure to the benefit of the mortgagee; their heirs or assigns, to the extent	
of their lien or claim hereunder, and to place such policy or	
policies forthwith in possession of the mortgagee S, or the mortgageeSmay effect said insurance	
and collect the premiums thereon with interest as part of the mortgage debt	
Hituess, the handfand seals of said mortgagors.	
Attest: Aughth Philos. Mongel 711 [clima [SEAL] Ada, cla & Maryland State of Maryland	
lucketh Ptilan mi	
1 mg [SEAL]	
Hard E Marghton	
Eya C. Collins	
State of Maryland,	
Allegang County, to-wit:	
1	
I hereby certify, That on this 17-64 day of August	
day of August	
in the year nineteen Hundred and Fifty -four , before me, the subscribe	
a Notary Public of the State of Maryland, in and for said County, personally appeared	Γ,
And for said County, personally appeared	
onzel . Collins and Eva U. Collins, mis wife,	
and they acknowledged the aforegoing mortgage to be their	
act and deed; and at the same time before me also personally appeared	
William Thy Hill and Edna E. Hill, his wife,	
the within named mortgagee, S and made oath in due form of law, that the consideration in said	
true and bona fide as therein set for forth.	
THE TOTAL POPUL	
SS my hand and Notariai Seai the day and year aforesaid.	
91 1 60-	
- Elizabeth Philoson	2
Notary Public.	- 1

FILED ANDRECO DED AUGUST 18" 1954 at 1:20 P.M.

Charles A. McDade and Loretta M. McDade, his wife,

of Allerany County, in the State of Paryland parties of the first part, and 1. Armes Dyche and Hilliam 1. Dyche, her hasband,

of Allegany County, in the State of Naryland part of the second part, WITNESSETH:

unto the said parties of the second part in the full and just sum of dix thousand five hundred (\$6,500.00) dollars, which said sum the said marties of the first part do hereby acree to repay to the said parties of the second part in successive quarter annual installments of not less than Two hundred (\$200.00) dollars each, together its interest thereon at the rate of five (5%) per cent. per annum, accounting from the date hereof, the first of which said payments shall be due and payable ovember 1, 1954.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their heirs and assigns, the following property, to-wit: all that lot or parcel of ground situated, lying and being on the Easterly side of Front Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows:

BEGINNING for the same at a point on the East side of Front Street at the end of one foot on the first line of Lot No. 6; and running thence, reversing said first line, and with the first

LIBER 306 PAGE 377

line of Lot 10.5 and the East side of Front Street, South 17 decrees East 24 feet; then with the second line of said Lot 10.5, North 73 decrees East 34 1/3 feet; thence with the third line of said Lot 10.5, North 31 legrees West 25 2/3 feet to the end thereof, which is a line to end of the third line of Lot ho. 3; then reversing the first line of said Lot 10.5, North 54 decrees lest 1, feet; there is real al with any one foot distant northward from the fourth line of let po. 5, which is also the fourth line of let 10.5, North 34 decrees lest 27/12 feet to the place of beginning.

sali parties of the second part to the said parties of the first part by led of even late herewith and intended to be recorded simultanesusty with the recording of this mortgage.

This is a purchase money mortrare given to secure a part of the purchase price of the above described property.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said <u>parties of the first part, their</u>
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executor, administrator or assigns, the aforesaid sum of

---- ix thousand five hundred (\$6,500.00) Tollars-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

parties of the second part, their

heirs, executors, administrators and assigns, or Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said.	
parties of the first part, their heirs or assigns, and	
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	
And the said parties of the first part	
further covenant to	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgageesor their	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Six thousand five bundred (\$5,500.00) Dollars,	
and to eause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent	
of their lien or elaim hereunder, and to place such policy or	
policies forthwith in possession of the mortgagees, or the mortgageesmay effect said insurance	
and collect the premiums thereon with interest as part of the mortgage debt	
Hitness, the handsand sealsof said mortgagors .	
Charles A. l'cDade [SEAL] Loretta . l'cDade [SEAL] Loretta . l'cDade [SEAL]	
Lautta M. M. Rode ISEALI	
State of Maryland.	1
Allegany County, to-wit:	
I hereby certify, That on this 13th day of August	
in the year nineteen Hundred and Fifty -four , before me, the subscriber,	1
a Notary Public of the State of Maryland, in and for said County, personally appeared	ı
Tharles A. McDade and Loretta 1. McDade, his wife,	
and they acknowledged the aforegoing mortgage to be their	1
act and deed; and at the same time before me also personally appeared	
W. Agnes Dyche and William B. Dyche, her husband,	H
the within named mortgagee,S and made oath in due form of law, that the consideration in said	ı
portion is true and bona fide as therein set for forth.	
With my hand and Notarial Seal the day and year aforesaid.	
Elysteth Philon Notary Public.	

Compared and Mailed Belivered

FILED AND RECORDED AUGUST 19" 1954 at 3:30P.M.

day of

August

in the year nineteen hundred and fifty-four

, by and between

Roscoe L. Bartlett and Lucille E. Bartlett, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under Williams the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Roscoe L. Bartlett and Lucille E. Bartlett, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Sixteen Hundred Seventy-Five (\$1675.00) - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Roscoe I. Bartlett and Lucille E. Bartlett, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground known and distinguished as Lot No. 325 in Walsh's Addition to Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for said lot at the end of the first line of Lot No. 324 on the West side of Virginia Avenue, and running thence with said side of said Avenue, North 28½ degrees East 33½ feet to Lot No. 326, Avenue, and parallel with Elder Street, North 61-3/4 degrees West 120 alley and parallel with said Avenue, South 61-3/4 degrees West 33½ feet to a line of said Lot No. 324, then with a line of said last mentioned lot and parallel with said Elder Street, South 61-3/4 degrees East lot and parallel with said Elder Street, South 61-3/4 degrees East lot feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Harry O. Bartlett and wife by deed dated December 1, 1949, and recorded in Liber No. 227, folio 221, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shail pay to the said mortgagee, its successors or assigns, the aforesaid sum of Sixteen Hundred Seventy-Five - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the rul



URR 306 mg 350

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Rundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgage property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

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AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes . its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixteen Hundred Seventy-Five (\$1675.00) - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

. 1

Thomas L. Keech

Assess & Boules (SEAL)
ROSCOG L. BATTLETT

Jueille E. Bartlett (SEAL)

IRFR 306 MGE 381

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this of day of August

in the year nineteen

hundred and fifty-four

31117

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Roscoe L. Bartlett and Lucille E. Bartlett, his wife,

and each acknowledged, the foregoing mortgage to be

their

act and

deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above Haven

James M. Los ley

FILED AND RECORDED AUGUST 19" 19% at 2:00 P.M.

PURCHASE MONEY

This Mortgage, Made this

day of August.

in the year Nineteen Hundred and Fifty-four

GRAYSON B. ALKIRE and MADELINE F. ALKIRE, his wife,

of Allegany

IRVING MILLENSON

of Allegany

County, in the State of Maryland

parties _____of the first part, and _____

County, in the State of Maryland

part_y ____ of the second part, WITNESSETH:

Wherras, the parties of the first part are indebted unto the parties of the second part in the full and just sum of

TWENTY-SEVEN HUNDRED - - - - - 00/100 DOLLARS (\$2, 700.00)

which said sum shall be repaid with interest thereon at the rate of six per centum (6%) per annum in mosthly installments of \$35.49, which installments include

188 306 mg 382

both principal and interest, which interest shall be calculated and credited semiannually. The first of said payments shall be due one month from the date hereof and shall continue monthly until said principal and interest is fully paid.

The parties of the first part shall have the right to increase said monthly payments or pay this indebtedness at any time.

AND WHEREAS, this mortgage shall also secure fature, dvances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and resemented, with a siments, by Chapter 923 of the Laws of Maryland, 1946, or any inture amendments thereto.

Now Cherriar. In consideration of the premises, and of the sum of one dollar in hand specified in order to secure the prompt payment of the said indebtedness at the maturity thereof, the other with the interest thereon, including any future advances, the said parties of the first that the hereby, we grant, bargain and sell, convey, release and confirm unto the said part Y this second part.

his hers and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate on the Easterly side of Lafayette Avenue in Cumberland, Allegany County, Maryland, the same being part of a tract of land called "The Resurvey on Shute's Request", and known as Lot No. 456 as designated on the Plat of Walsh's Addition to South Cumberland, Maryland, Part I, and which said Plat is duly recorded in Liber No. 83 folio 292 of the Land Records of Allegany County, Maryland, said lot being more particularly described as follows:

BEGINNING for the same at the end of the 1st line of Lot No. 455 of said Addition and running with the Easterly side of Lafayette Avenue, South 28 degrees 15 minutes West 33. 25 feet to the division line between Lots Nos. 456 and 457 of said Addition and running thence with said division line, South 61 degrees 45 minutes East 120 feet to an alley 16 feet wide, thence with said alley, North 28 degrees 15 minutes East 33. 25 feet to the division line between Lots Nos. 455 and 456 of said Addition, it being also the beginning of the 3rd line of Lot No. 455 and running thence with said division life North 61 degrees 45 minutes West 120 feet to the beginning.

IT being the same property which was conveyed by Leslie J. Clark, Trustee, to Grayson B. Alkire et ux by deed dated August // and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Conether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Brovided, that if the said parties of the first part, their helrs, executors, administra-
tors or assigns, do and shall pay to the said part Y of the second part his
executor s , administrators or assigns, the aforesaid sum of
TWENTY-SEVEN HUNDRED 00/100 DOLLARS (\$2,700.00) together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be vold.
And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, morigage debt and interest
thereon, the said parties—of the first part hereby covenant—to pay when legally demandable. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the said part_y of the second parthishelrs, executors, administrators and assigns, or
COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or

agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the

LIBER 306 PAGE 383

	manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mort gage, whether the same shall have been then matured or not; and as to the balance, to pay 15 over
	to the said part ies of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one half of the above commission shall be allowed
	and paid by the mortgagor * their representatives, heirs or assigns.
	And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep fusured by some insurance company or companies
	acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged tools to
	the amount of at least TWENTY-SEVEN HUNDRED (\$2,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
	or other losses to impre to the benefit of the mortgagee , his between
	assigns, to the extent of his lien or claim hereinder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
	Withers, the hands and seals of said mortgagors
,	Witness;
2	William ilchrist Grayson Balhire [Sent] Chilliam ilchrist Madeline Factorie [Sent] Plate of Maryland,
7	Allegany County, to-wit:
	I hereby certify, That on this 18th day of August.
in	the year nineteen hundred and Fifty-four , before me, the subscriber
a l	Notary Public of the State of Maryland, in and for said County, personally appeared
	GRAYSON B. ALKIRE and MADELINE F. ALKIRE, his wife,
and	each acknowledged the aforegoing mortgage to be their respective
act	and deed; and at the same time before me also personally appeared
	IRVING MILLENSON
lie	within named mortgagee and made oath in due form of law, that the consideration in said
nor	tgage is true and bona fide as therein set forth.
	WINDSS my hand and Notarial Seal the day and year aforesaid.
:	
7	Ministred a. Buffer

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FILED AND RECORDED AUGUST 19" 1954 at 3:30 P.M.

This Mortgage, Made this

day of

August

in the year nineteen hundred and

fifty-four

, by and between

William P. Kelly and Antoinette Kelly, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the aingular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

William P. Kelly and Antoinette Kelly, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William P. Kelly and Antoinette Kelly, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground situate, lying and being in the Town of Lonaconing, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at the end of the first line of that lot which was sold and conveyed by Mrs. Ellen Taney to James T. Brady by deed dated April 25, 1873, and recorded in Liber 39, folio 65, one of the Land Records of Allegany County, Maryland, said point being at the Southwest corner of Union and Main Streets, and running along Main Street, South 78 degrees no minutes West 127 feet to the end of the first line of that lot which was sold and conveyed by the Georges Creek Coal and Iron Company to James T. Brady by deed dated April 28, 1893, and recorded in Liber 74, folio 97, one of the Land Records of Allegany County, Maryland, and running thence with the second line of said lot, also the third line corrected as follows, South 11 degrees no minutes East 92 feet, North 74 degrees 30 minutes East 29 feet or until it reaches the end of the third line and Iron Company to James T. Brady by deed dated June 18, 1892, and recorded in Liber 71, folio 730, one of the Land Records of Allegany County, Maryland, and thence reversing the third and second and part of the first lines of the above-mentioned deed, North 78 degrees 30 minutes East 40 feet, North 17 degrees no minutes West 10 feet, South 78 degrees 30 minutes West 12 feet to the end of the second line of that lot which was sold by James T. Brady, et al, to Ellen McCaffrey by deed dated June 5, 1882, and recorded in Liber 58, folio 333, one of the Land Records of Allegany County, Maryland, and thence reversing the Land Records of Allegany County was sold by James T. Brady, et al, to Ellen McCaffrey the Land Records of Allegany County, Maryland, and thence reversing the Land Records of Allegany County, Maryland, and thence reversing the Land Records of Allegany County, Maryland, and thence reversing the Land Records of Allegany County, Maryland, and thence reversing the Land Records of Allegany County, Maryland, and thence reversing the Land Records of Allegany County, Maryland, and thence reversing the Land Records of Allegany County, Maryland, and thence reversing the Lan

second and first lines of said deed, North 12 degrees no minutes West 19 feet, North 72 degrees no minutes East 85 feet, thence extending said first line, North 72 degrees no minutes East 9 feet or until it intersects at 31 feet on the first line of that lot which was sold by Mrs. Ellen Taney to James T. Brady by deed dated April 25, 1873, and recorded in Liber 39, folio 65, one of the Land Records of Allegany County, Maryland and running thence with the remainder of said first line, North 35 degrees no minutes West 54 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Thomas B. Finan and James S. Getty, Trustees in No. 23536
Equity in the Circuit Court for Allegany County, by deed dated the
day of 1954, and duly filed for record among

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FIRTHER ACREED that until default is made and no longer the mortgager may

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making sald sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mort-

URR 306 PAGE 386

gagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor,

** A ...

William P. Kelly (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this /6 /4 day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William P. Kelly and Antoinette Kelly, his wife,

acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Compared and Maded Delivered 37%, In This Cally 19 50

FILED AND RECORDED AUGUST 19" 1954 at 3:30 P.M.

This Mortgage, Made this

Aso TALL

August in the year nineteen hundred and fifty-four , by and between Leah Getson, widow and life tenant, and Robert Lee Eline and Dorothy of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

Leah Getson, widow and life tenant, and Robert Lee Eline and Dorothy Lee Eline, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred Pifty (\$1250.00) - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Leah Getson, widow, and life tenant, and Robert Lee Eline and Dorothy Lee Eline, his wife, does hereby bargain and sell, give grant convey transfer series where the convey transfer

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Southwest side of the road leading from Lonaconing to Beechwood, just North of the City limits of Lonaconing, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a locust stake standing on the Southwest side of the Beechwood Road and 11½ feet from the centerline thereof, said stake also stands at the end of the first line of the adjoining property conveyed by J. A. Youst, et ux, to A. W. Sweitzer, et ux, by deed dated the 21st day of October, 1950, and recorded in Liber No. 213, folio 514, one of the Land Records of Allegany County, and running thence with the second line of the said Sweitzer deed (Magnetic Bearings as of 1950 and with Horizontal Measurements) South 67 degrees and 5 minutes West 201-6/10 feet to a locust stake standing approximately at the end of the second line of that property of which this is a part as conveyed by G. W. Clark, et al, to Mary Albright by deed dated the 28th day of August, 1893, and recorded in Liber No. 75, folio 301, one of the Land Records of Allegany County, said stake a part as conveyed by G. W. Clark, et al, to Mary Albright by deed dated the 25th day of January, 1894, and recorded in Liber No. 75, folio 302, one of the Land Records of Allegany County, said stake also stands on the Northeast side of the County Road and 20 feet from the centerline thereof and running thence with the said Hortheast side of the County Road and 20 feet from the centerline thereof, South 42

degrees and no minutes East, 138-9/10 feet to a stake and South 38 degrees and 23 minutes East 71-9/10 feet to a locust stake standing in the line of fence of the adjoining J. C. Boettcher property conveyed by A. Marteen Manges, Trustee, to J. C. Boettcher, et ux, by deed dated the 3rd day of May, 1954, and recorded in Liber No. 258, folio 589, one of the Land Records of Allegany County, thence with the said line of fence, agreed upon between J. C. Boettcher, et ux, and Leah Getson as the property line, North 56 degrees and 22 minutes East, 136-15/100 feet to an iron stake standing on the Southwest side of the said Beechwood Road and 11½ feet from the centerline thereof, thence with the said Southwest side of the said road, North 25 degrees and 48 minutes West, 46-55/100 feet to an iron stake, then North 20 degrees and 50 minutes West, 128-85/100 feet to the beginning, containing 3/4 of an acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by A. Marteen Manges, Trustee by deed dated May 3rd, 1954, and recorded in Liber No. 258, folio 591, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, Its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Fifty (\$1250.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby Intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and

TETR 306 BIGE 389

no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred Pifty (\$1250.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Jeah Metorn Leah Getson

(SEAL)

Que GHE las

Robert Lee Eline (SEAL)

Dorothy Lee Eline (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 18 day of

August

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Leah Getson, widow and life tenant, and Robert Lee Eline and Dorothy
Lee Eline, his wife,
and each acknowledged, the foregoing mortgage to be their act and
deed; and at the same time, before me, also personally appeared Charles A. Piper,
President of The Liberty Trust Company, the within named mortgagee and made oath in due form
of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the
anid Charles A. Piper,
did further in like manner and act to the literature of the like manner and act to the literature of the like manner and act to the literature of the like manner and act to the literature of the like manner and act to the literature of the like manner and act to the literature of the like manner and act the literature of the like manner and act to the literature of the literature of

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Jun BM El

Notary Public

LIBER 306 PAGE 390

FILED AND RECORDED AUGUST 19" 1954 at 3:30 P.M.



day of

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in the year nineteen hundred and fifty-four

Ernest S. Weisenmiller and Anna W. Weisenmiller, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes cailed mortgagor, which expression shall include the plurai as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Ermest S. Weisenmiller and Anna W. Weisenmiller, his wife,

stand indebted unto the said The Liberty Trust Company in the just and fuil sum of Twenty-Nine Hundred (\$2900.00) - - - - - - - - - Doliars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ernest S. Weisenmiller and Anna W. Weisenmiller, his wife, does hereby bargain and seil, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate on the East side of Arch Street, in the City of Cumberland, Allegany County, Maryland, known as Lot No. 77, in The Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and described as follows,

BEGINNING on the East side of Arch Street at the end of the first line of Lot No. 76, and running with Arch Street, South 18 degrees 34 minutes West 40 feet; then parallel with Third Street, South 71 degrees 26 minutes East 100 feet to Hattie Alley; and with said Alley, North 18 degrees 34 minutes East 40 feet to the end of the second line of Lot No. 76; then reversing said line, North 71 degrees 26 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Mort-gagors by Joseph A. Wheeler, Executor of the Last Will and Testament of Edward L. Wheeler, deceased, by deed dated January 16th, 1945, and recorded in Liber 202, folio 566, one of the Land Records of Allegany

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and sppurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Nine Hundred (\$2900.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date horsef, future advances made at the Mortgagee's option, prior to the full pay-

UBER 306 PAGE 391

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the Interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the sald The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to seil the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of saie or upon the ratification thereof by the court, and the proceeds arising from such saie to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance pald by the mortgagee, and a commission of eight per cent. to the party seiling or making said saie, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-haif of the said commission; secondly, to the payment of ail moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personai representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Nine Hundred (\$2900.00) - - - - - Doliars, and to cause the policy or policies Issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seai of said mortgagor.

ATTEST:

Thomas & Keach

Ernest S. Weisermiller

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STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 19th day of

August

in the year nineteen

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hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Ernest S. Weisenmiller and Anna W. Weisenmiller, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Chalres A. Piper,
President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M Sor leg Public

Compared and Marie I tomorrow 2013

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and Talkele is as

FILED AND RECORDED AUGUST 20" 19% at 3:40 P.E.

This Anrigage, Made this — vock — day of August, in the year nineteen hundred and Fifty Four, by and between

Leo G. Kotschenreuther and Anna C. Kotschenreuther, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgages, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Three Thousand (\$3,000.00) Dollars with interest from date at the rate of 5% per annum on the unpaid principal until paid by their promissory note of even date, principal and interest being payable at The Commercial Savings Bank of Cumberland, Maryland, on or before fourteen years after date, in monthly installments of \$24.87, commercing on the rest day of September, 195h, and on the rest day of each month thereafter until the principal and interest are fully paid. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on

LIGHR 306 PAGE 39.

Zeth of my antherior locatority.

And whereas, this niortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot or named

And a stollet, are included in the local section of the section, and a stollet, are included in the local section of the secti

Deciming for the sale on the Testerly side of North Lee Elect at the emine two interestion of the esteric side of North Lee Street and the Northerly side of Cumberland Street, and running then with said Lee Street, South 11 to rees 20 climates Nest 22 feet; then at right angles to said street, north 1 to rees 40 minutes Nest 10) feet to Tamarack Alley; then with said alley, north 11 decrees 20 minutes East 22 feet; and then South 78 decrees 10 minutes East 109 feet to the place of beginning.

Peing the same property conveyed by Wilbur V. Wilson, Trustee, to the said Le 3. Kotschenreuther et ux by deed of even date horewith, and to be recorded a ong the Land Pecords of Allegany County, Maryland, this nortgage being given for \$2,500.00 of the purchase price, representing a one-half interest of Hary H. Lemon in said property as set out in the deed for the entire interest to the said Milbur V. Milson, Trustee, to be recorded as aforesaid, and \$500.00 additional, this mortgage covering the entire interest in said property. Reference to said deeds is hereby made for a further description.

On hour and is hald the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the

lien of this mortgage; all which taxes, assessments, public llens, llen, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest. penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors -, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - - - Three Thousand (63,007,00)- - - - - - dollars. and to cause the policy or policies Issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hercunder, and to place such policy or policies forthwith in possession of the Mortgagec, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seal of said Mortgagors

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anna C. Hatachenseuther.

State of Maryland, Allegany County, to-wit:

20 1 3 hereby Certify, that on this day of August. in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Leo G. Kotschenreuther and Anna C. Kotschenreuther, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and

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duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



In nove of Cook, atty

Notary Public

FILED AND RECORDED AUGUST 20" 1954 at 10:30 m.M.

This Mortgage, Made this 12 th day of August in the year Nineteen Hundred and Fifty Four by and between Clarence L. Pryor and Lillian L. Pryor, his wife,

of _____Allegany County, in the State of Maryland,
partles of the first part, and Clinton E. Pryor and Dorothy L. Pryor, his
wife,

of ----- Allegany County, in the State of Maryland,
part 198 of the second part, WITNESSETH:

Dibercas, the said parties of the first part are indebted to the parties of the second part in the full and just sum of Six Hundred Righty-nine (\$689.00) Dollars, which said sum is to be paid to the parties of the second part by the parties of the first part at any time within five years from the date hereof, together with interest thereon at the rate of five percent (5%) per annum, which said interest is to be paid annually on the unpaid balance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Clarence L. Pryor and Lillian L. Pryor, his wife, the said parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said Clinton.

L. Pryor and Dorothy L. Pryor, his wife, parties of the second part, their

heirs and assigns, the following property, to-wit: All that building used as a dwelling house formerly belonging to Joseph Meurs, located in Election District No. 30, in Allegany County, Maryland, upon a lot of ground owned by the Maryland Coal and Realty Company and described as follows, to-wit:

BEGINNING for the same at a point on the Westerly edge of improved road, known is Hope Road, leading from Frostburg to Lt.

from the most lesterly corner of George Mears, house: then running with said Hope Road in a Southerly direction for a distance of approximately 55 feet to the road for a distance of approximately 81 feet; then leaving said road to Frost Village South 76 degrees 30 minutes East 62 feet to the beginning; containing .03 of an acre, more or less.

IT BEING the same property which was conveyed to the parties of the first part by deed of Fred S. Mears and William Mears, Executors, dated July 11, 1953 and which is to be recorded among the Land Records of Allegany County, Maryland immediately prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executors, administrator or assigns, the aforesaid sum of \$689.00

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the

second part, their

heirs, executors, administrators and assigns, or Noel Speir Cook.
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty

UEPR 306 PAGE 397

days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
assumed or not; and as to the balance, to pay it over to the said parties of the first
i do, their
The state of the s
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said jurties of the first jurt
insure forthwith and positive to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
and to cause the policy or policies found the policy of policies found the policy of p
panetes issued therefor to be so framed or andorrol, as in
heirs or assigns, to the extent
their lieu or claim berounder and the
in passession of the mortgagees, or the mortgagees
dereon with interest as part of the mortgage debt
Mitness, the hand and seal of said mortgagors.
Cal Stan Clarense L. Profer (SEAL)
Clarence L. Pryor
C. [SEAL]
Sellian J. July [SEAL]
State of Maryland,
Allegany County, to-wit:
I hereby certify, That on this 12 th day of August,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Clarence L. Pryor and Lillian L. Pryor, his wife,
andacknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared Clinton E. Pryor
and Dorothy L. Pryor, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.
TAMENESS my hand and Notarial Seal the day and year aforesaid.
* * Company and year aforesaid.
() O SI
Notary white

LIBER 306 PAGE 398

FILED AND RECO.DI	ED AUGUST 20 "1954 at 10	:50 A.M.
This/Mortgage, Made the	nis 18 th day of	August
in the year Nineteen Hundred and Fift	ty -four	, by and between
Edward F. Jarder and Llewel	la Jarder, his wife	
of Allegany parties of the first part, and	County, in the State of	Maryland
		\$
of allegany	County, in the State of_	Mar, land
part y of the second part, WITNE	SSETH:	

Wilbercas, The said mortgagee has this day loaned to the said mortgagor the sum of Four Thousand (\$4,000.00) Dollars which said sum the mortgagor agrees to repay with interest thereon from the date hereof at the rate of four and one-half per cent (4-1/2%) per annum in the manner following:

Mortgagor agrees to pay interest semi-annually and agrees that the mortgage is to be paid off within fifteen (15) years. The mortgagor has the privilege to pay this debt in full at eny time.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor

give, grant, bargain and sell, convey, release and confirm unto the said morteagee, her

heirs and assigns, the following property, to-wit:

1

All those lots, pieces or parcels of ground lying and being in Election District No. 28 in or near the Town of Frostburg. Allegany County, "aryland and located on what is known as Welsh Hil, and more particularly described as follows, to-wit: First Parcel: All that piece or parcel of land lying and being in Allegany County, Maryland, being part of a tract of land colled "Welnut Level" and beginning at a stone planted on the south cope of the road leading from Frostburg, Maryland to Westernport, Maryland, it being a corner of that pert of said tract of lend sold by Curtin M. Graham, et.ux., end Sareh Wright to Lewis Sonnenburg and running thence with that land, West 636-1/2 feet to a stake standing by the side of a fence; thence with said fence, South 8 degrees East 198 feet to a stake; thence East 687 feet to the seid road; and with said road North

UBFR 306 PAGE 399

65 degrees. North 33 degrees west 134 feet to the beginning, containing .3 of an acre, more or less.

Excepting, however, so much of said property as has been conveyed by Marshall Lewis, et.ux., to James Neal by deed dated July 21, 1948 and recorded in Deeds Liber 221, folio 580, of said Land Records, said to be 69/100 of an acre, and also excepting so much of said property conveyed to John Neal by deed dated July 21, 1948, and recorded in Liber 221, folio 556 of said Land Records, said to contain 69/100 of an acre, and also excepting the lot sold to Orville Crowe by deed dated August 22, 1947 and recorded in Deeds Liber 210, folio 634 of said Land Records. Regords.

Second Parcel: Beginning for the same at the intersection of the west side of the aforesaid welsh mill Road with the North side rugh's Lane, said point being at the end of the third line of the whole of which the lot herein intended to be conveyed aforesaid welsh Hill Road, and part of the fourth line of the whole lot. North 80 feet to a stake: thence South 71 degrees to a stake on the North side of the aforesaid lane, it being slao the third line of the whole lot. The whole lot at a point 78.35 feet from the said lane East 78.35 feet to the beginning.

It being the same property that was conveyed to the parties of the first part by Earl Ward by deed dated the day of Records of Allegany County simultaneously with the recording of this mortgage. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. provided, that if the said mortgagor their lieirs, executors, administrators or assigns, do and shall pay to the said mortgagee, her executor , administrator or assigns, the aforesaid sum of ____Four Thousand (\$4,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said... mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said____ mortgagor hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages. heirs, executors, administrators and assigns, or <u>Milton Garson</u>
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,

UBER 306 BAGE 400

to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said mortgagor
their
in case of advertisement under the above power but no sale one half of the above
stail be allowed and paid by the mortgagor their representatives, heirs or assigns,
And the said mortgagor
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or her
assigns, the improvements on the hereby mortgaged land to the amount of at least
Four Trougand (\$4,000.00) Dollars,
the panicy or poncies issued therefor to be so framed or endersed, as in case of fires.
to mure to the benefit of the mortgagee . her heirs or assigns, to the extent
of 44. 202. 22 their hen or claim hereunder, and to place such policy or
policies ferthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Illitness, the handsind scalar said mortgagors.
Attor
SFALL ISFALL
College of a life of the College of
Llewella Jarder
State of Maryland,
Allegany County, to-mit:
I hereby certify. That on this 18 day of answer
I hereby certify. That on this 18 day of August
angus t
in the year nineteen Hundred and Fifty -rour , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Edward f. Carder and Llewella Carder, his wife
and they acknowledged the aforegoing roortgage to be their
act and deed; and at the same time before me also personally appeared Pearl
Mettingly
the within named mortgagee, and made outh in due form of law, that the consideration in said
mocange is true and bona fide as therein set for forth.
VOTNESS my hand and Notarial Seal the day and year aforesaid.
Camelo Vieto
Notary Public

URBR 306 PAGE 401

Compared and Mailed Dulivered 1905

FILED AND RECORDED AUGUST 20" 1954 at 2:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 207" day of Avour

in the

year Nineteen Hundred and fifty -four by and between

William R. Rader and Jeannine M. Rader, his wife,

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Four Thousand Four Hundred & 00/100 - - (\$4400.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty-five & 96/100 - - - (\$35.96) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

Prow Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that part of lot or parcel of land lying and being in the City of Cumberland, in Allegany County, and State of Maryland, known as part of Lot No. 2 in "Holzshu's Addition" to Cumberland, and described as follows, te-wit:

Beginning for the same at a point on the east side of Home Avenue, (now Waverly Terrace), at the end of the first line of Lot No. 3 of said Addition, it being also the beginning of the deed from John H. Holzshu and wife to Chester L. French dated March 26, 1895 and recorded in Liber T. L. No. 76, folio 609, and running then with the first line of the last aforesaid deed and with Home Avenue, (now Waverly Terrace), South 15 degrees West 30 feet, then South 88% degrees East 147% feet to the end of 15% feet on the fourth line of the aforesaid deed from John H. Holzshu and wife to Chester L. French and with said feurth line to the end thereof, then with the fifth line of said deed and with the line of Lot No. 3 reversed, North 75 degrees West 150 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Charles F. Burke, Sr., widewer, of even date, which is intended to be recorded among the Land Records of

Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages ontion prior to the following the following state of the date hereof future advances made at

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor 8 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 8 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of cight per cent, to the party selling or making said sale; secondly, to the payment of all moncys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Four Hundred & 00/100 - - (\$4400.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after defauit under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such defauit, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagora, for themseives and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-

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UBER 306 BAGE 403

mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage to keep the buildings on said property in good condition of repair, the mortgages may demand the immediate repair of said buildings or an increase in the amount of security, or the investigate repayment of the debt hereby secured and the failure of the mortgages to comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest nontrane, and at the option of the mortgages, without notice, institute proceedings to forcelose this nontrane, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this roortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgages property be acquired by any person, persons, partnership or corporation—, other than the the mortgages's written consent, or should the same be encumbered by the mortgagors, their heirs of said personal representatives and assigns, without the mortgages's written consent, then the whole whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors.

Attest:

Beannine M. Rader [SEAL]

State of Maryland,

=

Allegany County, to-wit:

I hereby certify, That on this 20 TH day of AUGULT

in the year nineteen Hundred and Fifty -four a Notary Public of the State of Maryland, in and for said County, personally appeared __, before me, the subscriber,

William R. Rader and Jeannine M. Rader, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

NITMES my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED AUGUST 20" 1954 at 2:00 P.M.

PURCHASE MCNEY

This Mortgage, Made this 197N day of MUGUST in the
year Nineteen Hundred and fifty - Tour by and between
Williem F. Keating and Maxine S. Keating, his wife,
of Allegany County, in the State of Maryland, part 1850f the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages

WITNESSETH:

. .

Fight Thousand Three Hundred Twenty-five & 00/100 - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:

By the payment of Fifty-two & 66/100 - - - (\$52.66) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestaid principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of St. Mary's Avenue known and designated as Lot No. 19, Block No. 7, in Johnson Height's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 45 one of the Flat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point along the easterly side of St. Mary's Avenue distant 150 feet measured in a northerly direction along the easterly side of aforesaid St. Mary's Avenue from its intersection with the northerly side of Caroline Street, and running then with the easterly side of St. Mary's Avenue, North 2 degrees 51 minutes East 35 feet; then at right angles to said St. Mary's Avenue, South 87 degrees 9 minutes East 130 feet to the westerly side of a 15 foot alley, and with it South 2 degrees 51 minutes West 35 feet; and then North 87 degrees 9 minutes West 130 feet to the place of beginning. All courses refer to the True Meridian.

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Being the same property which was conveyed unto the parties

of the first part by deed of Howard R. Redinger and Ethel E.

Redinger, his wife, of even aute, which is intended to be recorded

smong the Land Records of Allegany County, Maryland, simultaneously

with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collaboration of this indultedness, and any sums of money so advanced shall be added to the unpaid balance of this indultedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagore, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the $1r_{\mathrm{part}}$ to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagore hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such saie including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shail have then matured or not; and as to under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Eight Thousand Three Hundred Twanty-five & 00/100</u> — Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such processing a

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be necessary to protect the mortgage under the terms and conditions herein set forth

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgage on or before March 15th of each year tax recipts evidencing the payment of all law-deucing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (1) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation of them ortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without he mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without he mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment o

Hitness, the hand and seal of said mortgagors.

Attest

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William R. Kesting Maxine S. Keating [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 19 711 in the year nineteen Hundred and Fifty -four ..., before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William R. Keating and Maxine S. Keating, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is truc and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

mand and Notarial Seal the day and year aforesaid.

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Compared and Mutted Delivered 2013
To fee & a egge, atty

FILED AND RECORDED AUGUST 20" 1954 at 1:55 P.M.

This Anrigage, Made this 1974 day of August, in the	
year Nincteen Hundred and fifty four by and between	
Welter L. McDowell Jr. and Lone L. McDowell, his wife,	
of Allegany County, in the State of Maryland, part 1650f the first part, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgagee. WITNESSETH: URbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Five Hundred (\$3500,00)	Conserver MA
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of Fifty (\$50,00) Dollars principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described pramises, and (3) towards the payment of the aforestanting of said advance.	

How Therefore, in consideration of the premises, and of the sum of one dollar in hand together with the interest thereon, the said mortgagors do release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the follow-

All that lot, pisce or parcsl of ground lying and being on the southsesterly side of McMullen Highway, at the edge of Danville, about two miles northeasterly of Dawson, Allegany County, Maryland, in Election District No. 7, known and designated as part of the Bailey or Ravenscroft Place, being a part of Military Lots Nos 3482 and 3483, which said parcel is more particularly described as followe, to wit:

Beginning for the seme at a stake on the southsasterly side of the McMullen Highway at the lower end of E. K. Armentrout's right of way, and running then up the hill along the southerly side of said right of way South 80 degrees East 19 poles to two red or black oaks at a bend in an old road, then South \$5 degrees Eest 3 poles to a stake and stone pile on the south side of said road, then with said road South \$5 degrees East 17 poles and 2 links, then crossing on the northerly edgs of said road, then up the hill with the Deremer tract South \$45 degrees \$5\$ minutes East to a stone with a hickory pointer, then with a line of Robert Miller by old calle South \$40 degrees West 18 poles and 22 links to the intersection of a line of Military Lot No. 3482, then crossing a ravine by a new line of division down the hill North \$6\$ degrees West 71 poles and 11 links to a stake on a south hillside, then down the hill North \$4\$ degrees West 17 poles to a stake in the wire fence on the southeacterly side of the McMullen Highway, and then with eaid highway North 54 degrees East 10 poles to the place of beginning, containing 125 acres, more or less.

Being the eams property which was conveyed unto the parties of the first part by deed of Luther P. Vandervort et ux dated May 6, 1948, which is recorded in Liber 220, Folio 634, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagor g, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirart to be performed, then this mortgage shall be void.

And it is Harced that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep Insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred (\$3500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said Insurance and collect the premlums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accrulng or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental fevies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

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UBER 306 PAGE 409

mortgageor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a hreach of this mortgage and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this nortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hittess, the hand and seal of said mortgagors

_(/	I return the mich awell on
Bust Har	WALTER L. MCDOWELL JR. (SE Sons of Manuel (SE LONA L. MCDOWELL (SE
State of Maryland,	LOW E. WINDRELL

Allegany County, to-wit:

I hereby certify, That on this 197% day of August. in the year nineteen Hundred and Fifty_ Four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Welter L. McDowell Jr. and Lons L. McDowell, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

VIENES my hand and Notarial Seal the day and year aforesaid.

Notary Public.

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FILED AND RECORDED AUGUST 20" 19% at 10:40 A.M.

THIS MORTGAGE, Made this Ifthe day of August, 1954, by and between BESSIE M. CONSTABLE and HARRY F. CONSTABLE, her husband, of allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, MITNESSETH:

NOW, THEREFORE, THIS MORTGAGE WITHESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that certain piece or parcel of property known and designated as Lots No. 416 and No. 417, Section B, as shown on Amended Plat No. Two of Bowman's Cumberland Valley Addition, more particularly described as follows:

HEGINNING at a point on the northerly side of Rosewood Street at the end of the first line of Lot No. 415, and running thence with the northerly side of Rosewood Street, North 36 degrees

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50 minutes East 80 feet to the southwesterly division line of Lot no. 418; and with said division line, North 53 degrees 10 minutes West 150 feet, more or less, to the easterly side of Finan Street, thence with the easterly side of Finan Street South 36 degrees 50 minutes West 80 feet to the end of the second line of Lot No. 415; and with said second line reversed, South 53 degrees 10 minutes East to the place of beginning.

It being the same property conveyed to the parties of the first part by Ray Blose, Trustee, by deed dated the 19th day of August, 1954, and intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until derault be made in the premises, the said parties of the first part may hold and possese the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby escured, including such future advances as may be made by the party of the second

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part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns,

which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Five Hundred (\$1,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Busil M. Constable SEAL)
BESSIE M. CONSTABLE Harry F. Constable

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STATE OF MARYLAND.

ALLEGANY COUNTY, to-wit:

I HEHEBY CERTIFY, That on this 19 day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BESSIE M.
CONSTABLE and HARRY F. CONSTABLE, her husband, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time, before me also personally appeared ALBERT ...
TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

TITNESS my hand and Notarial Seal.

March Wode,
MOTARY PUBLIC
My Commission expires May 2, 1955

To morgee ely 19 5

FILED AND RECORDED AUGUST 20" 1954 at 10:40 A.M.

THIS MORTGAGE, Made this ## day of August.

1954, by and between LENA V. PAYNE and RILEY B. PAYNE, her husband, of Allegany County, Maryland, parties of the first part; THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part; and MARY FRANCES ROBINETTE, Widow, of Allegany County, Maryland, party of the third part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand (\$2,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to



NOW, THEREFORE, HIS LORTGAGE LITNESSETH:

That for and in consideration of the premises and of the sum of one (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that piece or parcel of land lying and being in Allegany County, Maryland, on the southerly side of Williams Road, about one-half mile southeasterly from the City of Cumberland, and described as follows:

BEGINING for the same at an iron bar on the southerly side of the State Road known as the Williams Road at a point bearing North 25 degrees 41 minutes West 47-35/100 feet from a nail in a large white bak tree marked with three notches, and 11 feet at a right angle in a southwesterly direction from the southerly edge of the concrete driveway on said Williams State Road, and running thence parallel with and 11 feet southerly from the southerly edge of said concrete driveway, South 58 degrees 06 minutes East 68-1/10 feet to an iron bar; South 65 degrees 13 minutes East 124 feet to an iron bar at the intersection of the southerly side of said State Road with the southerly side of the old Williams County Road (now abandoned); and running thence with the southerly side of said County Road, South 68 degrees 12 minutes West 69-3/10 feet to an iron bar; South 59 degrees 56

LIBER 306 PAGE 41.

minutes West 68 feet to an iron bar; South 81 degrees 02 minutes West 52 feet to an iron bar; North 60 degrees 56 minutes West 26-4/10 feet to un iron bar; and continuing thence with the westerly side of said County Road, North 8 degrees 28 minutes West 41 feet to an iron bar; North 29 degrees 10 minutes East 64 feet to an iron bar; North 3 degrees 02 minutes East 46-5/10 feet to the beginning.

It being the same property conveyed to the first parties

by Mary Frances Robinette, Widow, by deed dated the 23rd day of July, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 196, folio 630; being also the same property conveyed by said Mary Frances Robinette, Widow, to the said parties of the first part by a confirmatory deed, dated the 4th day of August, 1954, and intended to be recorded among said Land Records prior to the recording of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the

mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

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And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said party of the third part, Mary Frances

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Robinette, Widow, joins in this mortgage for the sole purpose of releasing and discharging her life estate in said property in so far as it constitutes a lien prior to this mortgage.

WITNESS the hands and seals of the parties of the first and third part.

WITNESS AS TO ALL:

LENA V. FAYNE (SEAL)

Witness to marie; a. a. Hehman

Rilly B. Payne (SEAL)

O Joseph A

MARY FRANCES ROBINETTE (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 4 day of August 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LENA V. PAYNE, RILEY B. PAYNE, her husband, and MARY FRANCES ROBINETTE, Widow, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made satisfied in due form of law that the consideration in said mortgage is true and bona fide is therein set forth.

NOTARY PUBLIC

My Commission expires May 2, 1955

FILED AND RECO DED AUGUST 20" 1954 at 10:40 A.M.

THIS MORTCAGE, Made this 17th day of August, 1954, by ungabetween RAY G. LONALDSON and MARIE S. DONALDSON, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, ClTLE SSETT:

panal fide indepted unto the parties of the first part are justly and panal fide indepted unto the party of the second part in the full and just sum of One Thousand Two Hundred ("1,200.00) Pollars, with interest from date at the rate of six per cent (65) per annum, and which said sum the said parties of the first part covenant and asree to pay in equal monthly installments of Seventeen Pollars and Fifty Three Cents (\$17.53) on account of interest and principal, payments to begin on the 17 day of 200 month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOT, TELEBRORE, THIS FORTOLDE TIMESSETH:

That for no in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that tract or parcel of land situate on the Bryce Hollow Road, in Election District No. 16, in Allegany County, Maryland, described as follows:

BEGINNING at a steel axle stake at the end of 1025 feet on the first line of the parcel of ground first described and conveyed in the deed from Millard F. Rice at ux to Herbert W. Rice et ux,



dated February 16, 1921, and recorded in Liber No. 135, folio 573, one of the Land Records of Allegany County, Laryland, and running thence by land of W. W. Stafford, South 65-1/2 degrees East 500 feet to the Westerly margin of the Bryce Hollow Road; thence by said Road, South 31-1/2 degrees West 200 feet to a stake; thence North 65-1/2 degrees West 490 feet to a stake in the Western boundary line of the whole tract of the said Herbert W. Rice, et ux, thence by part of said boundary line, North 28-1/2 degrees East 200 feet to the beginning; containing 2.257 acres; according to a survey by Alfred Broadwater, in May, 1952.

It being the same property conveyed to the parties of the first part by Charles Barger and Fleurette N. Barger, his wife, by deed dated the 22nd day of October, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 254, folio 203.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Two hundred (\$1,200.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in

part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale, secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Two Hundred (\$1,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

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May of Analyton (SEAL)

LIBER 306 PAGE 421

- aa Helmick

Marie S. DONALDSON (SEAL)

STATE OF MARYLAND.

ALLEGANY COUNTY, to-wit:

I HEMEBY CERTIFY, That on this 172 day of August, 1954, tefore me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAY G. DONALDSON and MARIE S. DONALDSON, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within example mortgage, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Of the WITNESS my hand and Notarial Seal.

NOTARY PUBLIC 2, 1955

1 12/2ce 24 56

FILED AND RECORDED AUGUST 23" 1954 at 9:00 A.M.

This Mortgage, Made this

19 th

day of

August

in the year mineteen hundred and fifty-four

hy and hetween

Mary Jane Kasecamp and Joseph L. Kasecamp, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Mary Jane Kasecamp and Joseph L. Kasecamp, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of



- - - Dollars. payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest-hereunder to be September 30, 1954 payable on

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Mary Jane Kasecamp and Joseph L. Kasecamp, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot of ground and premises situate, lying and being in the Village of Barrelsville, County of Allegany, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a stake standing South 2 degrees 17 minutes West 29.2 feet from a hickory tree marked with six nothces, said stake stands on the East side of the Barrelsville-Wellersburg in the Village of Barrelsville, Maryland, and running thence d Road, North 5 degrees 28 minutes West 59.1 feet to a rock with said Road, North with said Road, North 5 degrees 20 minutes west 59.1 Feet to a rock marked (X), thence leaving said Road and running North 85 degrees 42 minutes East 204.4 feet to a stake on the West side of a coal road, thence with said coal road, South 19 degrees 17 minutes West 62.5 feet to a stake, thence South 46 degrees 57 minutes West 29.3 feet to a stake, then North 88 degrees 18 minutes West 154.8 feet to the

It being the same property which was conveyed unto the said Mortgagors by George R. Hughes, Trustee, by deed dated May 16, 1949, and recorded in Liber 225, folio 75, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND FIRE EXEMPTIES ACREED that until default is made, and no longer the mortgagor may

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AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby

. . . .

mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Hundred (\$1500.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Mary Jane Kasecamp (SEAL)

James M. Lorley

Joseph L. Kasecamp

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this /4th day of August

in the year nineteen

hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Mary Jane Kasecamp and Joseph L. Kasecamp, her husband,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

whereof I have hereto set my hand and affixed my notarial seal the day and year

Janes Mª Sorly Public

FILED AND RECORDED AUGUST 23" 1954 at 9:00 A.M.

day of

in the year nineteen hundred and Edward J. Monaghan of Kanawha County, in the State of West Virginia, and Margaret B. Monaghan, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

** A

Edward J. Monaghan and Margaret B. Monaghan, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eighty-Two Hundred (\$8200.00) - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Four & One-Half per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Edward J. Monaghan and Margaret B. Monaghan, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot situated on the corner of Kent and Washington Avenues in the City of Cumberland, Allegany County, Maryland, and known as Lot No. 12, Block 18 of Cumberland Heights Addition, and more par-ticularly described as follows, to-wit:

BEGINNING for the same at the intersection formed by the Westerly BEGINNING for the same at the intersection formed by the Westerly side of Washington Avenue with the Northerly side of Kent Avenue, and 18 minutes West 46 feet to the dividing line of Lots Nos. 11 and 12; thence with said dividing line and at right angles to Kent Avenue, North and 12; then with said dividing line, South 51 degrees 18 minutes East 110 feet to the line dividing Lots Nos. 22 21 feet, more or less, to the aforementioned Westerly street line of Washington Avenue, and then with said street line by a curved line to place of beginning. Washington Avenue above noted is now known as Memorial Avenue.

It being the same property which was conveyed to Edward J. Monaghan and Margaret B. Monaghan, his wife, by George N. Phillippi and Agnes L. Phillippi, his wife, by deed dated April 30, 1951, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenunces thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his helrs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighty-Two Hundred (\$8200,00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any vided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said saie, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-haif of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to tha said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eighty-Two Hundred (\$8200.00) - - - Doilars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their iten or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage dabt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:	Edward J. Monaghan (SEAL)
	Edward J. Monaghan (SEAL)
Thomas L'Keech	
	Margaret B. Monaghan
STATE OF MARYLAND, ALLEGANY COUNTY,	TO.WIT.
I hereby Certify, that on this /9th day of	August in the year nineteen
hundred and fifty-four	before me, the subscriber, a Notary Public of the
State of Maryland in and for the county aforesaid,	personally appeared
Margaret B. Monaghan, one of the pa	arties herein,
and she acknowledged, the foregoing	mortgage to be her act and
deed; and at the same time, before me, also person	ally appeared Chamles A
President of The Liberty Trust Company, the with	in named mortgages and made out in the
enaid charles A. Piper,	true and bona fide as therein set forth; and the
further like manner, make oath that he is	affidavit
In witness whereof I have hereto set my hand	d and affixed my notarial seal the day and year
	De A
PART OF LINES	Im a clarke
STATE OF WEST VIRGINIA, COUNTY OF K	ANAWHA, TO WIT: Notary Hinte
me, the subscriber a Notary Dall	day of August, 1954 before
personally appeared Edward J. Monagine acknowledged the foregoing Montes	ian, one of the parties
he acknowledged the foregoing Mortge	ige to be his act and deed in the
WITNESS my hand and Notarial S	eal the day and year above writers
_	Hady Thomas TV1011 01
	My Commission Expuse June of 1989

In Myse 12 4, Box 88

FILED AND RECORDED AUGUST 24" 1954 at 2:00 P.M.

This Anrigure, Made this 18" day of August,
in the year Nineteen Hundred and Fifty Four, by and between

James W. Hardinger and Rosalie V. Hardinger, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Genevieve L. Wotring

2 A

County, in the State of second part, WITNESSETH:

Wibercas, ba croice of the Herman art are and the first of the Herman art are and the first of t

The state of the s

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

do give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit: Ail that los of translating is the distance of the control o

in answelling, the content in each size of the content of the destroy of the content of the cont

Deing the same property conveyed by Genevieva L. Notring of vir to the said James J. Hardinger et up by deed of even date nore it and to be recorded along the Land Records of Allegany County, Haryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a surface description.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her

executor , administrator or assigns, the aforesaid sum of

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together with the interest thereon, as and	when the same shall become due and payable, and in
the meantime do and shall perform all th	he covenants herein on their part to be
performed, then this mortgage shall be vo	id.
And it is Agreed that until de	efault be made in the premises, the said
<u>parties of</u>	the Arst port
may h	old and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and p	public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the sai	d
n rties of	le rottart
hereby covenant to pay when legally dem	andable.
then the entire mortgage debt intended to b	ayment of the mortgage debt aforesaid, or of the in- ny agreement, covenant or condition of this mortgage, be hereby secured shall at once become due and payable,
and these presents are hereby declared to b	
party of v	second wart, her
heirs, executors, administrators and assigns,	orillson, agent, are hereby authorized and empowered, at any
berland. Maryland, which said sale shall be a from such sale to apply first to the payment taxes levied, and a commission of eight per to the payment of all moneys owing under matured or not; and as to the balance, to pa	first part, their heirs or serious and
shall be allowed and paid by the mortgagors	ower but no sale, one-half of the above commission representatives, heirs or assigns.
And the said parties o	of the first part
	further covenant to
insure forthwith, and pending the existence of	f this mortgage, to keep insured by some insurance
Company or companies acceptable to the mor	rtgagee or her
assigns, the improvements on the hereby mor	rtgaged land to the amount of at least
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to cause the policy or policies issued the	erefor to be so framed or endorsed, as in case of fires.
o inure to the benefit of the mortgagee ,	her heirs or assigns, to the extent
	lien or claim hereunder, and to place such policy or
olicies forthwith in possession of the mortgag	gee , or the mortgagee may effect said insurance
nd collect the premiums thereon with interes	st as part of the mortgage debt
Mitness, the hand and seal of said m	
ittest:	iortgagors.
	1
L. U. Wilson	James W. Hardinger [SFAL]
The state of the s	James W. Hardinger [SEAL] Rosalie V. Hardinger [SEAL]
	[SOCOD]
	ESSAGA!
	100

State of Maryland, Allegany County, to-wit:

Japer Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Japes . The property of the State of Maryland, in and for said County, personally appeared

acknowledged the aforegoing Lorigage to be their act and deed; and at the same time before me also personally appeared

the within named mortgagee, and made oath in due form of law, that the consideration in said

-WIPNESS my hand and Notarial Seal the day and year aforesaid.

mortgage is true and bona fide as therein set for forth.

Yvorme J. Munemaker Notary Public.

This Mortgage, Made this _____ 24th.

day of

August

In the year nineteen hundred and fifty-four

, by and between

Jacob A. Fletcher and Margaret H. Fletcher, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said .

Jacob A. Fletcher and Margaret H. Fletcher, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Five Hundred (\$2500.00) - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from



date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Jacob A. Fletcher and Margaret H. Fletcher, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situated three or four miles Northeast of the City of Cumberland, Allegany County, Maryland, on the Southeasterly side of Valley Road and known as Lot No. 12 on a pla' of lots laid out by Harry C. Blach and more particularly described in a deed from the said Harry C. Blach, et al, to Charles Kreger and Grace Kreger, his wife, dated the 8th day of July, 1942, and recorded in Liber No. 198, folio 626, one of the Land Records of Allegany County, Maryland, to which deed reference is hereby made for a more full and particular description of the property herein conveyed

It being the same property which was conveyed unto the said Mortgagors by Joseph E. Kreger and wife by deed dated the 10th day of February, 1953, and recorded in Liber No. 247, folio 423, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his helrs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred (\$2500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of saie or upon the ratification thereof by the court, and the proceeds arising from such saie to

. .

apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Five Hundred (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their ilen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seai of said mortgagor.

Thomas L Kearl

ATTEST:

Jacob A. Fletcher (SEA

Margaret H. Fle

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this ZALL. day of August

in the year nineteen

hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Jacob A. Fletcher and Margaret H. Fletcher, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M - Lorley Notary Public

FILED AND RECORDED AUGUST 24" 1954 at 1:30 P.M.

This Mortgage, Made this 23-12 day of August,

in the year Nineteen Hundred and Fifty -four

, by and between

helle 3. Hockman, midow, Jlenn B. Hockman and Mary Katherine Hockman, his wife,

of ___ Allegany

County, in the State of Maryland

part ies of the first part, hereinafter called mortgagor S, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

unbecars, the said mortgagee has this day loaned to the said mortgagor s , the sum of

Forty-one langed Forty-Six Dollars and Fourteen Cents which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of SIATY Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land located on Smallwood Street, in the City of Cumberland, Allegany County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a point on Smallwood

Street, being at the Northeast corner of Lot No. 43 of the lots laid

off on the West side of Wills Creek in the City of Cumberland, also

being the Southeast corner of Lot No. 9, and running thence North

79-1/2 degrees West with the division line of Lots Nos. 43 and 9,

one hundred and one feet; then parallel with said Smallwood Street,

and with the line of Lot No. 43, South 10-1/2 degrees West 60 feet;

thence South 79-1/2 degrees East 101 feet to Smallwood Street;

Smallwood Street to the BEGINNING.

This being the same property which was conveyed by Thomas F. Moore and Catherine K. Moore, his wife, unto the said

teer 306 PAGE 433

Mellie G. Hockman, widow, as to a one-half undivided interest, and to Glenn B. Hockman and Mary Katherine Hockman, his wife, as to the other one-half undivided interest as tenants by the entireties, by deed dated October 2, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber 235, folio 451

The above described property is improved by a double brick incling house consisting of six rooms and bath on each side each heated by a steam furnace and is known as Nos. 114-116 South omallwood Street, Camberland, Maryland. The mortgagors hereby sovenant with the mortgagee that Mighteen Hundred Dollars of this money secured by this mortgage is a purchase money mortgage in the sense that this amount of the loan funds will be used to Amprove the property and further covenant that there will be no unpaid labor or material bills or mechanics liens against the said building and that it will be completed within a reasonable time.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debs but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by article 66, section 2, of the annotated Lode of Maryland.

The said mortgagor's hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor strain heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their last to be performed, then this mortgage shall be void.

And is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt Intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, inciding taxes, and a commission of eight per cent to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagory, that here or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

FILED AND RECORDED AUGUST 24" 1954 at 1:30 P.M.

This Mortgage, Made this 23-1 day of August,

in the year Nineteen Hundred and Fifty -four

, by and between

Welle G. Hockman, widow, Glenn B. Hockman and Mary Katherine Hockman, his wife,

of _____Allegany

County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee, WITNESSETH:

MICORDATION TAX ACY 0 1847 5220 18220

Wabecars, the said mortgagee has this day loaned to the said mortgagor s , the sum of

Forty-one lundred Forty-Six Dollars and Fourteen Cents bases, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of SIATY Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land located on Smallwood Street, in the City of Cumberland, Allegany County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a point on Smallwood Street, being at the Northeast corner of Lot No. 43 of the lots laid off on the West side of Wills Creek in the City of Cumberland, also being the Southeast corner of Lot No. 9, and running thence North 79-1/2 degrees West with the division line of Lots Nos. 43 and 9, one hundred and one feet; then parallel with said Smallwood Street, and with the line of Lot No. 43, South 10-1/2 degrees West 60 feet; thence South 79-1/2 degrees East 101 feet to Smallwood Street; then with Smallwood Street to the BEGINNING.

This being the same property which was conveyed by Thomas F. Moore and Catherine K. Moore, his wife, unto the said

100 PAGE 433

Nellie G. Hockman, widow, as to a one-half undivided interest, and to Glenn B. Hockman and Mary Kutherine Hockman, his wife, as to the other one-half undivided interest as tenants by the entireties, by deed dated October 2, 1951, and recorded among the Land Records of Allegany Lounty, Maryland, in Liber 235, folio 451

The above described property is improved by a double brick dwelling house consisting of six rooms and bath on each side each heated by a steam furnace and is known as Nos. 114-116 South Smallwood Street, Jumperland, Maryland. The mortgagors hereby covenant with the mortgagee that mighteen Hundred Dollars of this money secured by this mortgage is a purchase money mortgage in the sense that this amount of the loan funds will be used to emprove the property and further covenant that there will be no unpaid labor or material bills or mechanics liens against the said building and that it will be completed within a reasonable time.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debs but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by article 55, section 2, of the annotated code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their art to be performed, then this mortgage shall be void.

And is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt Intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

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FILED AND RECORDED AUGUST 24" 1954 at 1:30 P.M.

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1954 at 1:30 P.M.
This Mortgage, Made	e this 23.1 day of August,
in the year Nineteen Hundred and I	Fifty -four , by and between
Welle G. Hockman, widow, his wife,	Glenn B. Hockman and Mary Katherine Hockman,
of Allegany	County, in the State of Maryland

part 165 of the first part, hereinafter called mortgagor S , and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter ealled mortgagee. WITNESSETH:

CUBECATS, the said mortgagee has this day loaned to the said mortgagor s , the sum of

Forty-one Lindred Forty-Six Dollars and Fourteen Cents which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per eent, (6%) per annum, in the manner following:

By the payments of SIATY Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land located on Smallwood Street, in the City of Cumberland, Allegany County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a point on Smallwood Street, being at the Northeast corner of Lot No. 43 of the lots laid off on the West side of Wills Creek in the City of Cumberland, also being the Southeast corner of Lot No. 9, and running thence North 79-1/2 degrees West with the division line of Lots Nos. 43 and 9, one hundred and one feet; then parallel with said Smallwood Street, and with the line of Lot No. 43, South 10-1/2 degrees West 60 feet; thence South 79-1/2 degrees East 101 feet to Smallwood Street; Many Smallwood Street to the BEGINNING.

This being the same property which was conveyed by Thomas F. Moore and Catherine K. Moore, his wife, unto the said

100 PAGE 433

Nellie G. Hockman, widow, as to a one-half undivided interest, and to Glenn B. Hockman and Mary Katherine Hockman, his wife, as to the other one-half undivided interest as tenants by the entireties, by deed dated October 2, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber 235, folio 451

The above described property is improved by a double brick dwelling house consisting of six rooms and bath on each side each heated by a steam furnace and is known as Nos. 114-116 South Smallwood Street, Jumperland, Maryland. The mortgagors hereby covenant with the mortgagee that Eighteen Hundred Dollars of this money secured by this mortgage is a purchase money mortgage in the agase that this amount of the loan funds will be used to emprove the property and further covenant that there will be no unpaid labor or material bills or mechanics liens against the said building and that it will be completed within a reasonable time.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage deby but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by article 60, section 2, of the annotated code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their art to be performed, then this mortgage shall be void.

And is Egreed that until defauit be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shail be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors. their or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor s . Lheir representatives, heirs or assigns.

And the said mortgagors their heirs, executors, adminstrators and assigns fur-

ther covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum FORTY-ONE HUNDRED AND FORTY-SIA in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or such taxes, water reits and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water reits and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the enthe principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation . other than the mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days,

Mitness, the hand and seal of the said mortgagor s.

Attest: Koeslie a Casthie	M. 121.0
· · · · · · · · · · · · · · · · · · ·	Telle & Hockman (SEAL)
- Carlot	Mary letter - Nech
	Mary katherine Hockman (SEAL)

and thirty days after the happening of any default or breach of any covenant the mortgagee may

State of Maryland, Allegany County, to-wit:

immediately foreclose this mortgage.

I hereby certify, That on this 23.1. day of August, in the year nineteen hundred and fifty -four subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Welle G. Hockman and Glenn B. Hockman and Mary Katherane Hockman, his wife, the said mortgagors herein and they _acknowledged the aforegoing mortgage to be_their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the saft

WITNESS my hand and Notarial Seal the day and year aforesaid.

Rossue a. a.

To Rapes H. Kuyse Delivered 2013

FILED AND RECORDED AUGUST 24" 1954 at 12:35 P.M.

FO-ONASE POREY
This Mortgage, Made this 24 TN day of AUGUST in the
year Nineteen Hundred and fifty-fourby and between
Lindsay M. Bray and Evelyn L. Bray, his wife,
2.07, 1110,
of Allegany County, in the State of Maryland, parties of the first part, here-
and I can Association and First Federal Savings and I can Association as
and por ated under the laws of the United States of America of Allegan Co.
part, hereinsiter called mortgagee.
WITNESSETH:
Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Dollars
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of the per cent. per annum, in the manner following:
Ry the name of Fourty on a 1 00 (200
Dringing gum and interest to the
and the said installment payment may be applied by the mortgagee in the following order. (1) to
of every nature and description, ground rent, fire and tornado insurance premiums and establishments of public charges
said principal sum. The due execution of this mortgage having been a condition precedent to the
Hom Therefore is and the same
How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the follow-
and account property, to-wit:
All that lot, piece or parcel of ground on the northerly
side of Braddock Street in LaVale, Allegany County, Maryland, known
and designated as part of Lot No. 26 in National Highway Addition,
which said parcel is more particularly described as follows, to-wit:
Beginning for the same at a stake on the northwesterly side
of Braddock Street in said addition, distant South 42 degrees 20
minutes West 30 feet from the division line between Lots Nos. 26 and
27 of said addition, and running then South 42 degrees 20 minutes West
53 feet to a stake, then North 47 degrees 40 minutes West 90 feet to
stake, then North 42 degrees 20 minutes East 53 feet to a stake, and
then South 47 degrees 40 minutes East 90 feet to the place of beginning.
Being the same property which was conveyed unto the parties of
the first part by deed of Wilbur R. Mock and Angela G. Mock, his wife,
of even date, which is intended to be recorded among the Land Records
f Allegany County, Maryland, simultaneously with the

presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all ilens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be required.

Together with the huildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the sald mortgagee, its successors and assigns, forever, provided that if the sald mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ortheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Four Hundred Fighty & 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personair representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies, that may be made on the mortgaged within ninety days after due date all governments are from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

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mortgagor to keep the buildings of an aid property in good condition in repair, the mortgages may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the unitgagor? to comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest hereby secured, and the mortgages may, without initice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard in the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership of corporation—, other than the mortgages's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mnrtgagnrs.

Attest:

Lindsay M. Bray [SEAL]

Drain & Bray

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 24 TH day of AUGUST

in the year nineteen Hundred and Fifty - four ______, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lindsay M. Bray and Evelyn L. Bray, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED AUGUST 24" 1954 at 10:45 A.M.

PURCHASE MONEY This Morigage, Made this 20th. day of August, in the year

Nineteen Hundred and Fifty-Four by and between

LOUIS C. CROWE AND RUTH B. CROWE, his wife, and LULU V. BOETTNER, widow,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

. .

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of (\$ 3,000.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Thirty-three - - - - - - -- - - - - - - 31/00 Dollars. (\$ 33, 31) commencing on the 20th. day of September . 195/ and on the 20th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 20th, day of August, 1964 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

perties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL

All that lot, piece or parcel of ground lying and being on Loo Street in Frostburg, marylend, end known as pert of Lot Number Six (6), of Block No. 12 of Beall's First Addition to the Town of Frostburg, end particularly described as follows, to-wit:

EEGINNING for the same at the end of the second line of the property conveyed to Enchael Preston by Timothy B. Johnson, unmerried, by deed dated July 22, 1940, and recorded in Liber No. 187, folio 371, one of the Land Records of Allegany County, and corded in Liber No. 187, folio 371, one of the Land Records of Allegany County, and running thence with Loo Street, Jouth 38 degrees 30 minutes East 50 feet, thence at right engles and in e Northeasterly direction 50-1/10 feet to the third line of the whole parce of ground conveyed to Mary Louise Johnson Bone by Mary R. Grimm end others, by deed dated August 16, 1921, and recorded in Liber No. 137, folio 646, among said Land Records, thence with said third line North 38 degrees 30 minutes west 50 feet to the end of the third line of the property conveyed to Ruchsel Freeton by Timothy B. Johnson by the deed aforesaid, and with said third line reversed in a Southwesterly direction 50-1/10 feet to

oo Street, the point of beginning.

eing the same property which was conveyed to Relph L. Dyer et ux by deed from

Leing the same property which was conveyed to Ralph L. Dyer et ux by deed from Eernard C. Preston et ux dated august 15, 1947, end recorded in Liber No. 21c, rolio 571 one of the Land Records of Allegany County, Maryland.

Eeing elso the same property which was conveyed to the seid Louis C. Crowe et ux by deed from the said Ralph L. Dyer et ux of even dete nerewith, which is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure e part of the purchase price of the above oescribed property end is therefore e

All that tract, piece or parcel of lend situated at Washington Hollow, in Election District No. 24, in Allegeny County, Laryland, and particularly described in a coed to there are build V. Doettner, his wire, from Albert J. Winner at undeted larch 10, 190b, and recorded in liber No. 172, Tolio 299, along said Land Accords. Upon the death of the said Charles W. Boettner, the entire title to said property vested by operation of law in his widow. The said only V. Boettner. operation of law in all widow, the said bulu V. Boettner.

SAVING AND EXCEPTING all that piece or part thereof which was conveyed by the said bulu V. Boettner, widow, to Delmar R. Whitfield of ux by deed dated June 20, 1940, and recorded in Liber No. 213, rolio 17, among each Land Records. VION

Special reference is hereby made to said deeds for e further description of said real estate and portion mercin excepted.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND AND NO/100- - - - - . and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to ---- (\$ 3,000.00) Dollars inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part

To deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages

receip's evidencing the payment of all liens for public improvements within ninely days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties

WITNESS the hand and seal of said mortgagor.

Louis C. Crowe (SEAL)

Outh B. Crowe (SEAL)

Lule V. Boettner (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 20th. day of August in the year Nineteen Hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

LOUIS C. CROWE AND RUTH B. CROWE, his wife, and LULU V. BOETTHER, widow,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared with the time. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of iaw, that the consideration in said mortgage is true and bona fide as therein set forth; and the said mortgage and further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavlt.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year drove written.

Rays M. Jacz Notary Public

MR 306 MG 441

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FILED AND RECORDED AUGUST 24" 1954 at 10:30 A.M.

This Mortgage, Made this 23 d day of August

in the year Nineteen Hundred and fifty-four

... by and between

- - MARION A. HENAGHAN and BERNARD J. HENAGHAN, her husband- - -

Allegany

County, in the State of Maryland

of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of

America, with its principal office in

m Frostburg, Allegany

County, in the State of Maryland,

party ____ of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also scarce future advances as provided by Section 2 of

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties ____of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party.

of the second part, 1ts successors man assigns, the following property, to-wit: ALL that piece or parcel of land situated in the Village of Parkersburg, near Eckhart Mines, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the beginning corner of the M. Twigg Lot, Liber 64, Folio 634, and thence with the fourth and last line of said Lot reversed South 67 degrees 6 minutes East 150 feet; thence running South 21 degrees 44 minutes West 100 feet; to the end of the second line of the P. S. Deekens Lot, Liber 83, Folio 384, and running thence with the said second line reversed North 67 degrees 6 minutes West 150 feet to the end of the first line of the P. S. Deekens Lot, thence with the County Road North 21 degrees 44 minutes East 100 feet to the beginning; containing one-third of an acre, more or less.

IT being the same property which was conveyed by Angela M. Hanna, et vir, et al, to the parties of the first part herein, by deed dated October 15, 1951 and recorded among the Land Records of Allegany County in Deeds Liber No. 236, folio 557.

Consether with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Brauthed, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, 1ts successors mannexxxxamman or assigns, the aforesaid sum of_

together with the interest thereon, and any future advances made as aforesaid, as and when the

same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the ir part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes. assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part 168 of the first part hereby covenant — to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part of the second part, ita successors haistercolocoad initio contant assigns, er COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part , their heirs, or assigns, and in ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or 1ta/assigns, the improvements on the hereby mortgaged land to the amount of at least ONE THOUSAND ONE HUNDRED TEN 00/100 (\$1110.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in ease of fire or other losses to inure to the benefit of the mortgagee , 1ts successors ita assigns, to the extent of lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hittess, the hands and scal s of said mortgagors. Witness: (as to Bath) with on Joda State of Maryland, Allegany County, to-wit: I hereby certify, That on this 23d day of August in the year nineteen hundred and fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared MARION A. HENAGHAN and BERNARD J. HENAGHAN, her husband acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Froatburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

shortgage a true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this WITNESS my hand and Notarial Seal the day and year aforesaid.

tull in odd

Notary Public

FILED AND RECORDED AUGUST 24" 1954 at 9:35 A.M.

This Mortgage, Made this Sixteenth day of August----

Purchase Money

in the year Nineteen Hundred and Fifty four----, by and between James R. Winkler and Fonnie D. Winkler, husband and wife-----

of Allegany ----- County, in the State of Karyland ----part ies of the first part, and Paul R. Wilson-

of Piedmont, Mineral ---- County, in the State of Test Virginia party of the second part, WITNESSETH:

Wilbercas, The parties of the first part are indebted unto the party of the second part in the full and just sum of fifteen hundred and fifty dollars formency lent, which loan is evidenced by the promiseory note of the parties of the first part, of even date herewith, payable on demand with interest to the party of the second part or order at The Citizens National Bank of Westernport, Maryland and the proceeds of eaid loan being applied on the purchase price of the herein mortgaged lands. And Whereas it was agreed that this mortgage should be executed and should be and remain second to and subordinate to that osrtain mortgage of even date herswith for \$2500.00 given on the same property to The Citizens

Pank of Westernport, Maryland.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand Eational paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part---do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part; its successors and -----##### and assigns, the following property, to-wit: That certain lot of ground in Allegany County, Maryland, known and laid out on the plat of New Franklin as lot Mo. 38. The same being located on the East side of the County Road, not far from the corporate limits of the town of Westernport, and being the same property which was conveyed unto the parties of the first part herein by deed from Frank E. Ross and records of Allegany County, Maryland, prior to or at even date with the recording of this purchase money mortgage, and to which deed, so description of the property hereby mortgaged. Cogctber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said parties of the first part, their----heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors----factors factor for any or assigns, the aforesaid sum of fifteen hundred and fifty Together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on. Their---- part to be performed, then this mortgage shall be void. Bnd it is Agreed that until default be made in the premises, the said Parties of the first part---------- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part---hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said DETTY of the his heirs his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Parties of the first the ir----- bills or and on a

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in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 2. their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or heirs assigns, the improvements on the hereby mortgaged land to the amount of at least fifteen hundred and fifty ---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to mure to the benefit of the mortgagee , his ----- heirs or assigns, to the extent of his or ----their hen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Illiturss, the hand and scal of said mortgagor . House P. Whitworth & James A. Winkler [SEAL] Mannie D. Winkler [SEAL] State of Maryland, Allegany County, to-wit: I hereby certify, That on this 28 4 day of August-----a Notary Public of the State of Maryland, in and for said County, personally appeared James R. Winkler and Monnie D. Winkler, husband and wife----and each acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Paul R. Vilaon the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Richard Strahetreouth

HBSR 306 PAGE 446

Purchase Loney

FILED AND RECORDED AUGUST 24" 1954 at 9:30 A.M.

This Mortgage, made this Sixteenth day of August----, in the year Nineteen Hundred and fifty four, by and between James R. Winkler and konnie · L. Winkler, husband and wife, of Allegany County, State of Maryland,

hereinafter called Mortgagor s , which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first p and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation organized under the National Banking Laws of the United States, hereinafter called Mortgagee of the first part corporation, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland. The said loan being for the purchase of the mortgaged property.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagos , dated the 16th. day of August , 19 54, and payable on demand with Interest to the order of The Citizens National Bank of Westeraport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least each month. The said monthly payments to be applied first, to the payment of \$40.00 accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 16th. day of August . 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagor of its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

That certain lot of ground in Allegany County, Maryland, near the limits of the town of Westernport, and described as lot No. 38 on the plat of New Franklin duly recorded in Allegany County, Maryland, fronting 50 feet on the County Road and extending back, the same width throughout to the 80th. line of a tract called Good and Bad. Being the same property which was conveyed unto the parties of the first part herein by deed from Frank M. Ross, et ux, of even date herewith, duly recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage

AND WHEREAS this Mortgage shall slso secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewsl of the same or of part thereof which might hereformed, then this mortgage shall be vold.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor amay occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of saie, in some newspaper published in if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

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The proceeds arising from such sale shall be applied; first, to the payment of all expenses

Incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors.

AND the said Mortgagor s further covenant to hisure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgages , the improvements on the hereby mortgaged land to an amount of at least twenty five

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee—to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said incarance when due.

WITNESS the hand and seal of said Mortgagors

Harace P. mhitworth.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 5.3 day of August ----, in the year 19 54, before me, the subscriber, a Notary Public in and for said County, personally appeared, James R. Winkler and Monnie D. Winkler, husband and wife, the within named Mortgagors , and acknowledged the foregoing mortgage to be their nct and deed. And at the same time, before me, also personally appeared Horace P. Whitworth President of The Citlzens National Bank of Westernport, Maryland, the within named Mortagee and made outh in due form of inw that the consideration in said mortgage is true and bone fide as therein set forth and that he is the President ---- of said Mortgagee, duly author who who this affiduit

WITNESS my hand and Notarial Seal the day and year last above written.

FILED AND RECORDED AUGUST 23", 1954 at 3:45 P.M.

This Mortgage, made this day of year Nineteen Hundred and fifty-four

Annie Kirk Reed, widow,

expression shall include her heirs, personal representatives, successors and assigns whe context so admits or requires, of Allegany County, State of Maryland, part y of the first part as of the first part as

, by and between

Eatherine M. Landis .

hereinafter called Mortgagee , which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part of the second part, witnesseth:

WHEREAS, The said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full sum of Eighteen Hundred (\$1800.00) Dollars, which said in- A' debtedness, together with the interest thereon at the rate of Six per centum (6%) per annum is payable one (1) year from the date hereof. The said Mortgagor hereby esvenants and agrees to pay the interest quarter-annually, at the rate aforesaid:

NOW, THEREFORE, this deed of mortgage witnesseth and the sum of One Dollar, in hand paid, the said Mortgagor grant, convey. release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situate on the Northerly side of Maryland Avenue, known and designated as part of Lot No. 16 in Walsh and Dougherty's Addition to Cumberland, and partfeularly described as follows to-wit:

BEGINNING for the same on the Northerly side of Maryland Avenue at a point distant in a Westerly direction 15 feet and 1 inch from the intersection of the said Northerly side of said Maryland Avenue with the Easterly side of Cat Alley, said point of besimpling being at the end of the first line of the lot conveyed by Martin Fillinger and Christine Fillinger, his wife, to Charles Goss and Margaret Goss, his wife, by deed dated April 15, 1905, and running thence with the Northerly side of said Maryland Avenue in a Westerly direction 15 feet and 1 inch, thence Northerly and perpendicular to said Maryland Avenue 100 feet, thence Easterly and parallel with the first line, 15 feet and 1 inch, thence in a Southerly direction and parallel to the second line, 100 feet to the place of beginning.

Together with the right in perpetuity of a certain sewer line across the adjoining property, and running to Cat Alley, and also the right to use in perpetuity in common with the owner of adjoining property, a private alleyway $2\frac{1}{2}$ feet wide bounding on the West side of the herein described lot. And also, subject to the right of the adjoining owners to maintain a sewer line across the herein described lot as now established, together with the right to go upon the property for the purpose of

established, together with the right to go upon the property for the purpose of making the necessary repairs thereto.

It being the same property which was devised unto the said Annie kirk need under the Last Will and Testament of James Kirk which was admitted to Probate and recorded in the Office of the Register of Wills for Allegany County, and more recently said property was re-conveyed to the said Annie Kirk Reed by James H. Kirk and wife, by deed dated September 21, 1949, and recorded in Liber No. 226, folio 1410, one of the Land Records of Allegany County.

AND WIIEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that If the said Mortgagor

shall pay to the said Mortgagee

the aforessi

Eighteen Hundred (\$1800.00) Dollars -----

. .

and in the meantime shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall st once become due and payable, and at any time thereafter either the said Mortgagee

or George R. Hughes, her
duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be soid for cash after
giving at least twenty daya' notice of the time, place, manner and terms of sale, in some newspaper
published in Cumberland, Allegany County, Maryland
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in
convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monles due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor

In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor

to the person advertising.

AND the said Mortgagor further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least

Eighteen Rundred (\$1800.00)

Eighteen Rundred (\$1800.00)

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor Attest: Mrs. J. F Bugis Thoug In name STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: (SEAL) I hereby certify that on this 17th day of August 19 14 , before me, the subscriber, a Notary Public of the State of Maryland. in and for said County, personally appeared, ___ Annie Kirk Reed the within named Mortgagor , and acknowledged the foregoing mortgage to be her and acknowledged the foregoing mortgage to be her foregoing mortgage to be her her and deed, and at the same time, before me, also personally appeared Katherine M. Landis, 31/1/2000 the within named Mortgagee and made of the consideration in said mortgage is true and bona fide as therein set forth. ___the within named Mortgagee , and made oath in WITNESS my hand and Notarial Seal the day and year last above written. Those M. Manuel Notary Public

FILED AND RECORDED AUGUST 23" 1954 at 3:45 P.M.

This Mortgage, Made this ____ 23.2

, by and between

in the year nineteen hundred and fifty-four

James J. Kave and Kathleen R. Kave, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

James J. Kave and Kathleen R. Kave, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Pive Hundred (\$2500.00) - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (66) per centum per annum, payable quarterly as it accrues

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James J. Kave and Kathleen R. Kave, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number 115 and the Eastern half of Lot Number 116, in the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING at the end of the first line of Lot Number 114, and running thence with the North side of Reynolds Street, North 88 degrees and 54 minutes West 60 feet; thence North 1 degrees and 6 minutes East 177-27/100 feet to a fourteen-foot alley; thence with the South side of said alley, South 82 degrees 29 minutes East 60-30/100 feet to the end of the second line of Lot Number 114; thence reversing said second line, South 1 degrees and 6 minutes West 172-74/100 feet to the place of beginning.

It being the same property which was conveyed unto the Mortgagors by Elizabeth Mortzfelt, widow, by deed dated May 14, 1948, and recorded in Liber 220, folio 394, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and Improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the sald above described property unto the sald mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred (\$2500.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance, is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January sessen in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its

successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Twenty-Five Hundred (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stlpulations and covenants aforesald are to extend to and blnd the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Kathleen R. Kave (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 23 day of August

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

James J. Kave and Kathleen R. Kave, his wife,

acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

Charles A. Piper, said did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Loly

FILED AND RECORDED AUGUST 25" 1954 at 8:40 A.M.

Uliis	Mortgage,	Made this 16 th	day of	August,	
in the year	r Nineteen Hundred a	rd Fifty-four		**	by and between

FRANK D. WINTERS and PEARL J. WINTERS, his wife,

Đť.	Allegany County, in the State of Maryland
purties	of the first part, and
	FROSTBURG NATIONAL BANK, a banking corporation having its principal office in Frostburg,
αt	Allegany County, in the State of Maryland
part	of the second part, WITNESSETH:

Minrras, the said parties of the first part stand indebted unto the party of the second part in the full and just sum of

FIVE HUNDRED- --- - - - - 00/100 DOLLARS (\$500.00)

payable one year after date, together with interest at the rate of six per cent

AND WHEREAS, this mertgage shall also secure inture advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said partice—of the first part do herebygive, grant, bargain and sell, convey, release and confirm unto the said part Y—of the second part—its successors—between dussigns, the following property, to-wit:

ALL that lot or parcel of ground lying and being in Gilmore, Allegany County, Maryland, and described as follows:

BEGINNING at the beginning of the whole lot and running thence with the first line of said lot North forty-two (42) degrees West one hundred seventeen (117) feet, thence across the said lot North forty-eight and one-half (48-1/2) lot degrees East one hundred fifty (150) feet to the third line of said and with remainder of to the end and to the line of the Cumberland and Pennsylvania Railroad South forty-two (42) degrees East, thence with the said line of the said Railroad one hundred fifty (150) feet to the beginning.

IT being part of the same property which was conveyed by Joseph Kantor et ux to Frank D. Winters et ux by deed dated September 25, 1945, and recorded in Deeds Liber 205 folio 381 among the Land Records of Allegany County, Maryland.

Conether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frontierd, that if the said parties of the first part, their heirs, executors, administrators or assists, do and shall pay to the said part Y of the second part its successors

or assigns, the aforestid sum of
FIVE HUNDRED(\$500.00)
together with the interest thereon, and any future advances made as aforesald, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void,
And it is Agreed that until default be made in the premises, the said parties of the
assessments and public liens levied on said property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said part ies of the first part hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the said part v
of the second part its successors Refre, Executer padendal structure and assigns, or
COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, heluding all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pny it over to the said partice of the first part their helrs, or assigns, and in ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagers their representatives, helrs or assigns. And the sald partice of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the namount of at least FIVE HUNDRED
insurance and collect the premiums thereon with interest as part of the mortgage debt.
Hittless, the hands and scale of sald mortgagor s
Witness: (as to Both)
Vieth m Tode Frank D Winters [Seal]
PEARL J. WINTERS [Seai]
State of Maryland,
Allegany County, to-wit:
The state of the s
I hereby certify, That on this 16 th day of August.
in the year nineteen hundred and Fifty-four before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
FRANK D. WINTERS and PEARL J. WINTERS, his wife.
WINTERS MIN WIFE

acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg.

Cashier and Agent of Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

did further, in like manner, make oath that he is the Cashier and Agent of said corporation and duly authorized by it to make this affidavit. With ESS my hand and Notarial Seal the day and year aforesaid.

teth m Joda

Notary Public

Compared and Mailed Delivered ones

FILED AND RECORDED AUGUST 25" 1954 at 8:40 A.M.

This Mortgage, Made this

12"

day of August

. 19 54

by and between ROBERT C. FERREE and LOIS C. FERREE, his wife,

Allegany County, Maryland, partiesof the first part, herein after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG. MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Unbereas, the Mortgagor, being a member of said Society, has received therefrom a loan

FIVE THOUSAND - - - - - - - - DOLLARS (\$ 5,000.00) being the balance of the purchase money for the property hereinafter described

on his Thirty-eight and six-thirteenths - - - - - (38-6/13) SHARES of its stock.

Hnd Ulbercas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

DOLLARS (\$ 48.80), on or before the 12 1 day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar mouth, and the said installment per mis may be applied by the Mortgages in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And the topercas, it was a condition precedent to said ioan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that piece or parcel of land lying and being in Election District No. 24 in the Village of Eckhart Mines, in Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point at Eighty Seven and Seven Tenth Feet (87.7) on the second line of Lot No. 2 of a series of four lots reserved in a lease from Charles H. Leatham, et ux, to the Piedmont and Georges Creek Coal Company, dated May of Allegany County, and with the remainder of said second line.

North 21°00' West 93.7 feet. Then with the third line there of North 48°45' East 69.5 feet, then with part of the fourth line:

South 21°00' East 117.8 feet, then leaving said fourth line and running across the whole lot South 69°00' West 65.0 feet to the beginning, containing in all 0.16 acres more or less.

IT being the same property which was conveyed by Frank W. Carter to Robert C. Ferree et ux by deed dated July 26, 1954, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the huildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said iot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

Hnd the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

Party etgle-and ear/row DOLLARS

(\$ 10.0000) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgager further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgager further agrees to pay, when legally due, all other assessments, public dues and charges ievied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the saie of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such fore-

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgages, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance pre-

miums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any Insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense Involved in handling delinquent payments.

And it is Egreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

End in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some uewspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with luterest thereon as herein provided; and the balance (i

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures year above written.	and seals of the parties of the first part on t	the day and
WITNESS as to all:	Robert C. fine	(SEAL)
Chine Lyen	LOIS C. FERREE	(SEAL)

100 A

(SEAL)

100 MG. 457

State of Maryland, Allegany County, to-wit:

J hereby certify. That on this // day of August 1954, fore me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, resonally appeared Robert C. Ferree and Lois C. Ferree, his wife,
Terree, his wife,
e Mortgagor herein, and acknowledged the aforegoing instrument of writing to be their
respective act and deed; and at the same time and place before also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of the Equitable Savings and the Equitable Savings and the Equitable Savings and L
rostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration the aforegoing mortgage is true and bona fide as herein set forth, and further made oath in due form law that he is the Secretary and American law that he is the Secretary and the law that he is the Secretary and American law that he is the Secretary and the secretar
law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such
Witness my hand and Notarial Seal.
John & Ferrer Notary Public.
Notary Public.
Hologon Reder plagen
Hakeger 12 der f leg en
FILED AND RECORDED AUGUST 25" 1954 at 10:00 A.M.
FILED AND RECORDED AUGUST 25" 1954 at 10:00 A.M.
This Murinage, Made this 16th day of August.
FILED AND RECORDED AUGUST 25" 1954 at 10:00 A.M. This Aurinant, Made this 16th day of August, in the year Nineteen Hundred and Pifty Poss , by and between
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FILED AND RECORDED AUGUST 25" 1954 at 10:00 A.M. This flurings, Made this 16th day of August, in the year Nineteen Hundred and Fifty Four , by and between William P. Sperry and Ellen M. Sperry, his wife, of Allegany County, in the State of Maryland,
This Marinane, Made this 16th day of August, in the year Nineteen Hundred and Fifty Four , by and between William P. Sperry and Ellen M. Sperry, his wife,
FILED AND RECORDED AUGUST 25" 1954 at 10:00 A.M. This Marinane, Made this 16th day of August, in the year Nineteen Hundred and Fifty Four , by and between William P. Sperry and Ellen M. Sperry, his wife, of Allegany County, in the State of Maryland, parties of the first part, and
FILED AND RECORDED AUGUST 25" 1954 at 10:00 A.M. This Marigany, Made this 16th day of August, in the year Nineteen Hundred and Fifty Four , by and between William P. Sperry and Ellen M. Sperry, his wife, County, in the State of Maryland,
This Mariant, Made this 16th day of August, in the year Nineteen Hundred and Pifty Four , by and between William P. Sperry and Ellen M. Sperry, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Clarence L. Long and Grace P. Long, his wife,
This Marthuage, Made this 16th day of August, in the year Nineteen Hundred and Pifty Four by and between William P. Sporry and Ellen M. Sporry, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Clarence L. Long and Grace P. Long, his wife,
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FILED AND RECORDED AUGUST 25" 1954 at 10:00 A.M. This Mariant, Made this 16th day of August, in the year Nineteen Hundred and Fifty Four , by and between William P. Sperry and Ellen M. Sperry, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Clarence L. Long and Grace P. Long, his wife, of Allegany County, in the State of Maryland,
This Mirigary, Made this 16th day of August, in the year Nineteen Hundred and Pifty Four , by and between William P. Sperry and Ellen M. Sperry, his wife, of Allegeny County, in the State of Maryland, Clarence L. Long and Grace P. Long, his wife, of Allegeny County, in the State of Maryland,

unto the parties of the second part in the full and just sum of EORTY FIVE HUNDRED DOLLARS, which said sum the parties of the first part promise to pay to the order of the parties of the second part with interest thereon at the rate of five per oent. Per annum, in equal consecutive monthly installments of not less than FORTY DOLLARS per month, the same including interest, and to be adjusted semi annually until the full sum and interest has been paid and satisfied. The sum hereby wecured being in part purchase money for the hereinafter described property.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the New Hope Road, in the town of Frostburg, Allegany County, Maryland, and described as follows:

BEGINNING for the same at the end of 53.2 feet on the 2nd line of the whole traot conveyed by George W. Kear and wife to William G. Stevens, by deed dated March 26th, 1901 and recorded among the land records of Allegany County in Liber No. 94, folio 511, thenoe wath the remainder of said second line, also the 3rd, 4th, 5th, 6th and part of the 7th lines of the said whole st lot (of which the lbt now to be convyed is a part), North 4 degrees and 6 minutes East 68.3 feet to a peg, thence North 23 degrees and 51 minutes East 52 feet to a peg; South 54 degrees and 54 minutes East 36.3 feet to a p eg; South 13 degrees and 59 minutes East 55 feet to a peg; south 29 minutes East 31.5 feet to a peg; south 24 degrees and 19 minutes East 41.1 feet to a peg, thence North 89 degrees and 39 minutes West 110.5 feet to the beginning. It being the same papps property conveyed to the parties of the first part by Forrest Riley and wife by deed of ev en date herewith and intended to be recorded among the land records of Allegany County simultaneously with this morggage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said parties of the first part their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their

executor , administrator or assigns, the aforesaid sum of Forty Five Hundred Dollars

together with the interest thereon, as and	when the same shall become due and payable, and in
the menntime do and shall perform all th	
performed, then this mortgage shall be voi	2000
	fault be made in the premises, the said
parties	of the first part
may he	old and possess the aforesaid property, upon paying in
are meantime, all taxes, assessments and p	public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said	d parties of the first part
hereby covenant to pay when legally dema	andable.
then the entire mortgage debt intended to b	nyment of the mortgage debt aforesaid, or of the in- y agreement, covenant or condition of this mortgage, we hereby secured shall at once become due and payable,
and these presents are hereby declared to b	e made in trust, and the said parties of the
second part, their	
heirs, executors, administrators and assigns,	or Edward J. Ryan.
and to grant and convey the same to the pu or assigns; which sale shall be made in ma days' notice of the time, place, manner and to berland, Maryland, which said sale shall be a from such sale to apply first to the payment taxes levied, and a commission of eight ner	agent, are hereby authorized and empowered, at any mortgaged or so much therof as may be necessary, archaser or purchasers thereof, his, her or their heirs more following to-wit: By giving at least twenty erms of sale in some newspaper published in Cumtropublic auction for cash, and the proceeds arising to fall expenses incident to such sale, including all cent. to the party seiling or making said sale; secondly, this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay	
in case of ndvertisement under the above poshall be allowed and paid by the mortgagor. End the said parties of the	wer but no sale, one-half of the above commission their representatives, heirs or assigns. the first part
	further covenant to
insure forthwith, and pending the existence of Company or companies acceptable to the mor	f this mortgage, to keep insured by some insurance
assigns, the improvements on the hereby mor	
Four Thousand	Dollars
and to cause the policy or policies issued the	refor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgages	
of their their l	ien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgag	gee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest	
	ortgagor •
Attest: Saffay	William P. Sports [SEAL]
	El lem H. Sperry. [SEAL]
	[SEAL]
	[SEAL]

UBER 306 PAGE 460 State of Maryland, Allegany County, to-wit: I hereby certify. That on this 16th day of August , before me, the subscriber, in the year nineteen Hundred and Fifty Four a Notary Public of the State of Maryland, in and for said County, personally appeared William P. Sperry and Ellen M. Sperry, his wife, acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared_ Elarence L. Long and Grace P. Long, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. CELL WITNESS my hand and Notarial Seal the day and year aforesaid. Showky Notary Public.

To Ges X Lagge aty 19 54

FILED AND RECORDED AUGUST 25" 1954 at 1:40 P.M.			
This Mortgage, Made this 1974 day of AUGUST in the			
year Nineteen Hundred and fifty-four by and between			
Willia M. Rice and Agnes A. Rice, his wife,			
of Allegany County, in the State of Maryland, partles of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bod corporate, incorporated under the laws of the United States of America, of Allegany County, Mary land, party of the second part, hereinafter called mortgagee. WITNESSETH:			

Mine Thousand Eight Hundred Fifty & 00/100 - - (\$9850.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent, per annum, in the manner following:

By the payment of Fighty & 57/100 - - - (\$80, 57) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be pald, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages of give, grant bargain and sell, convey, ing described property, to-wit:

First Percel:

All that lot, piece or parcel of ground lying and being on the earterly side of Smallwood Street known and designated as part of Lot No. 8 of the original town lots of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber F, folio 76. one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning at a point on the easterly side of Smallwood Street distant 110 feet measured in a southerly direction slong the easterly side of Smallwood Street from the southerly side of Greene Street, being also distant 110.7 feet from the corner of the brick building now marking the intersection of the easterly side of said Greene Street, and running them with the easterly side of said Greene Street, and running them with the easterly side of said Smallwood Street, South 7 degrees 40 minutes West 36 feet; then parallel with said Greene Street South 82 degrees 41 minutes East 101 feet; then parallel with then Forth 82 degrees 41 minutes West 101 feet to the place of beginning. Bearings refer to the True Meridian Surveyed July 24, 1933.

Being the same property which was conveyed unto the parties of the first part by deed of John H. Hartung and Harriett F. Hartung, his Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Second Parcel: All that certain parcel or piece of land known and designated as Lot No. 4, Block No. 16 in Fotomac Park Addition, situated near the McMullen Highway three miles westward of the City of Cumberland, in Allegany County, Maryland, and described as follows, to-wit:

Beginning at a point on the northwesterly side of Prospect Drive at the end of the first line of Lot No. 3, Block No. 16 in said addition, and running then with Prospect Drive, North 45 degrees East 40 feet; then at right angles to said Drive, North 45 degrees West 120 feet to a twenty foot alley; and with it, South 45 degrees West 40 feet to the

end of the second line of said Lot No. J; and then reversing said second end of the second line of said Lot No. ; and then reversing said second line, South \$5 degrees East 120 feet to the beginning. A plat and description of which seid addition is recorded in Liner No. 130, folio 1, one of the Land Records of Allegany County, Maryland, including all the right, title and interest of Willia M. Rice et ux, in the water line along Prospect Drive from ite intersection with Avenue Z in said Addition as conveyed in a deed from Nellie Virginia Valentine et vir, to Willis M. Rice et ux, dated April 26, 1944, and recorded in Liber No. 199, folio 272, Land Recorde of Allegany County, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of Roland C. Varner and Eleanor E. Varner, his wife, dated the 6th day of October, 1950 and recorded among the Land Recorde of Allegany County, Maryland, in Liber No. 231, folio 230.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collarace of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

LIBER 306 PAGE 460	
State of Maryland, Allegany County, to-wit:	
I hereby certify, That on this 16th day of August	
in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared	
William P. Sperry and Ellen M. Sperry, his wife,	
and didacknowledged the aforegoing mortgage to be. their respective act and deed; and at the same time before me also personally appeared	
the within named mortgagee, and made oath in due form of law, that the consideration in said The property of the within named mortgagee, and made oath in due form of law, that the consideration in said The property of the within named mortgagee, and made oath in due form of law, that the consideration in said The property of the consideration in said The property of the within named mortgagee, and made oath in due form of law, that the consideration in said The property of the considerati	
To Ges X: Lagre atty Deft 9: 19 54	

PILED AND RECORDED AUGUST 25" 1954 at 1:40 P.M.

purchase money

This Antique, Made this 1774 day of August in the year Nineteen Hundred and fifty-four by and between

Willia M. Rice and Agnes A. Rice, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Valbercas, the said mortgages has this day loaned to the said mortgagors, the sum of Nine Thousand Eight Hundred Fifty & 00/100 - - (\$9850.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Figure & 57/100 - - - (\$80.57) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said Indebtedness at the maturity thereof, give, grant bargain and sell, convey, ing described property, to-wit:

First Percel:

All that lot, piece or parcel of ground lying and being on the earterly side of Smallwood Street known and designated happart of Lot No. 8 of the original town lots of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber F, folio 76, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning at a point on the easterly side of Smallwood Street distant 110 feet measured in a southerly direction along the easterly side of Smallwood Street from the southerly side of Greene Street, being also distant 110.7 feet from the corner of the brick huilding now marking the intersection of the easterly side of said Smallwood Street and the southerly side of said Greene Street, and running them with the easterly side of said Smallwood Street, South 7 degrees 40 minutes West 36 feet; then parallel with said Greene Street, South said Smallwood Street, North 7 degrees 40 minutes East 36 feet; and then Forth 82 degrees 41 minutes West 101 feet; then parallel with then Forth 82 degrees 41 minutes West 101 feet to the place of beginning. Bearings refer to the True Meridian Surveyed July 24, 1933.

Being the same property which was conveyed unto the parties of the first part by deed of John H. Hartung and Harriett F. Hartung, his Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Second Parcel: All that certain parcel or piece of land known and designated as Lot No. 4, Block No. 16 in Fotomac Park Addition, situated near the McMullen Highway three miles westward of the City of Cumberland, in Allegany County, Maryland, and described as follows, to-wit:

Beginning at a point on the northwesterly side of Prospect Drive at the end of the first line of Lot No. 3, Block No. 16 in said addition, and running then with Prospect Drive, North 45 degrees East 40 feet; then at right angles to said Drive, North 45 degrees West 120 feet to a twenty foot alley; and with it, South 45 degrees West 40 feet to the

end of the second line of said Lot No. 3; and then reversing said second end of the second line of said Lot No. ; and then reversing said second line, South 45 degrees East 120 feet to the beginning. A plat and description of which said addition is recorded in Liner No. 130, folio 1, one of the Land Records of Allegany County, Maryland, including all the right, title and interest of Willis M. Rice et ux, in the water line along Prospect Drive from its intersection with Avenue Z in said Addition as conveyed in a deed from Nellie Virginia Valentine et vir, to Willis M. Rice et ux, dated April 26, 1944, and recorded in Liber No. 199, folio 272, Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of Roland C. Varner and Eleanor E. Varner, his wife, dated the 6th day of October, 1950 and recorded among the Lagords of Allegany County, Maryland, in Liber No. 231, folio 230.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or terai for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

indulitorness

- A

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall, be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

COCCIDET with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to held the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager? . The ir heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein online ir part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagore may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagore hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fire Thousand Fight Hundred Firty & 00/100 - (\$9850, 00) bollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage debt.

End the said mortgagors, as additional accurity for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all liems for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property; in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors—to comply with said deviand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of said mortgage debt intended hereby to be secured.

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Mithtess, the hand and seal of said mortgagors.

Attest:

[SEAL] [SEAL] nes A. Rice

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 19TH day of AUGUST. in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared ..., before me, the aubecriber, Willis M. Pice and Agnes A. Rice, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

VITNESS in Mand and Notarial Seal the day and year aforesaid.

Dent Ha

FILED AND RECORDED AUGUST 25" 1954 at 2:30 P.M.

This Mortgage, Made this

in the year mineteen hundred and fifty-four

, by and between

Robert Robertson and Wilma B. Robertson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require, and The Liberty Trust Company, a corporation duly incorporated u the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:



Whereas, the sax

Robert Robertson and Wilma B. Robertson, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Twelve Hundred Fifty (\$1250.00) - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Robert Robertson and Wilma B. Robertson, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate in the Town of Gilmore, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at the corner of South Street and Miners Avenue, and running with the line of said Miners Avenue, North 48 degrees East 75 feet, until it reaches the line of a lot owned by Mary B. McGowan, thence North 42 degrees West 224 feet, or until it reaches the center of Georges Creek, thence along the center of said Creek 75 feet to the corner of South Street, thence on a line with said Street, South 42 degrees East 224 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by John F. Bond and wife, by deed dated the 17th day of September, 1953, and recorded in Liber No. 253, folio 287, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Fifty (\$1250.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dellars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations, or improvements to the mortgaged property a provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1045 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

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these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Twelve Hundred Fifty (\$1250.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Robert Robertson (SEAL)

Wilma B. Robertson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2014 day of August

in the year nineteen

hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Robert Robertson and Wilma B. Robertson, his wife,

acknowledged, the foregoing mortgage to be their act and President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

July BM Elne



FILED AND RECORDED AUGUST25" 1954 at 9:30 A.M.

TRUST AGREEMENT AND MORTGAGE



This Indenture, mad	te the day of lugical
in the year of our Lord One Thousand	i Nine Hundred Fifty Four.
between lasale	Methodist Church of Lavale, Maryland
a corporation under the laws of the S	state of fund
County of Allecany	. Mortgagor, party of the first part, and the
"Division of National Missions of t	the Board of Missions of the Methodist Church," a corporation
	ork, Mortgagee, party of the second part:
it has acquired title to, and does now he be held, kept, maintained and disposed of the Methodist Church or as a place subject to the Discipline, usage and nauthorized and declared by the General whose bounds the said premises may	s, the party of the first part does hereby represent and declare that old, the premises hereinafter described, and that said premises shall d of as a place of Divine Worship for the ministers and members of residence for the traveling preachers of the Methodist Church, ministerial appointments of said Church, as from time to time al Conference of said Church, and the Annual Conference within be situated; and
are devoted, as ne	erein declared, has granted aid in the form of a conditional dona-
tion in the amount of	Five Thousand Dollars,
to be secured and repaid as hereinafte	er set out:

Now, the party of the first part, in consideration of the foregoing, does for itself and its successors hereby promise and agree to and with the said party of the second part, that in case the said party of the first part shall cease to be connected with the Methodist Church, or its successor, or the corporate existence of the said party of the first part shall cease, or the property hereinafter described shall ever hereafter be alienated from the Methodist Church, or cease to be used for or be devoted to other uses and purposes than the uses and purposes set forth herein, then, the said party of the first part shall and

will forthwith repay to the party of the second part, the successors or assigns thereof, the said amount with lawful interest thereon, from the date of the aforesaid alienation, dissolution or abandonment.

And the said party of the first part further agrees to keep the buildings adequately insured against loss or damage by fire.

And to secure the performance of its said covenants and obligations above set forth, and in consideration of the said premises,

The said party of the first part does, by these presents, mortgage unto the party of the second part, the said Division of National Missions of the Board of Missions of the Methodist Church, all of the following described property to-wit:

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Allegany County, Maryland.

side of the National Highway at the intersection of said Highway with the east side of woodlawn Avenue; and running thence with said Highway, North 45 degrees 35 minutes tast 200 feet; thence North 46 degrees 30 minutes west 200 feet to an alley; thence with said alley, South 43 degrees 35 minutes west 200 feet to the easter; side of woodlawn Avenue; and thence with said Avenue, South 46 degrees 30 minutes tast 200 feet to the place of beginning.

The Article And Phother is the same property conveyed by deed dated the 16th day of rebruary, 1943, by and between Myrtle A. hong and Lavale Methodist Unurch, Inc., and which said deed is recorded in Liber No. 219, folio 667, among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

All that lot, piece, or parcel of land situate, lying, and being in Long's National Highway Third Addition, LaVale, Allegany County, Maryland, and shown on the Plat of said Addition, said Plat to be nereafter recorded among the Land Records of Allegany County (said lot being inadvertently left unnumbered on said Plat but should have been numbered 7):

LUT NO. 7: BEGINAING at a peg on the east side of moodlawn Avenue at the intersection of said avenue with the north side of an alley; and running thence with said avenue, North 46 degrees 30 minutes west 50 feet; thence North 45 degrees 45 minutes wast 100 feet; thence South 46 degrees 30 minutes wast 49.6 feet to said alley; and with said alley, South 45 degrees 35 minutes west 100 feet to the beginning.

The AFUREDALD PROPERTY is the same property conveyed by deed dated the 16th day of rebruary, 1948, by and between Myrtie A. Long and LaVale Methodist Church, Inc., and which said deed is recorded in Liber No. 219, folia 670, among the Land Records of Allegany County, Maryland; a specific reference to which said deed is nereby made for a full and more particular description of the land hereby conveyed.

This Instrument is executed under authority of resolutions of the Corporation and the Quar-

tern Contelence 21		TALVITO	Ch.	arge, in the bounds of the
the transfer of the transfer o	Paltimore		Annual Conference, he	eid at meetings thereof on
the 12th	day of	July	, 19.54 , and the	12tg.
day of July		9 54 , respe	ectively.	
👥 now, if the sai	d party of the fir	st part shaii	repay said sum of money	80 conditions iiv donated

Prote, if the said party of the first part shall repay said sum of money so conditionally donated with interest thereon, then this indenture shall be void, or else remain in full force and effect.

In Telitness Telecrof, the said party of the first part has caused its corporate name to be hereunto subscribed (1) and its corporate seal to be attached (2) by its President, duly attested by its Secretary, on the day and year first hereinabove written.

WITNESS \{ We require the signature of two witnesses.	LaVale Mothodist Church (Corporate name of church)
Estrage B. Dario	By David P. Sondfellow, President Attent Julia Obacca Schary

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STATE OF STATE OF
SS.
COUNTY OF
On this day of A. D. 19 A before me,
a Notary Public in and for the above County and State, appeared
to the personally known, who, being by me duly sworn did ear that he is the re-
The state of the s
scal of said corporation (2)—(') that the said corporation has no corporate scal (4), and that said instrument was signed (1) and scaled (2) in behalf of said corporation has no corporate scal (4), and that said instrument
A STATE OF THE STA
acknowledged said instrument to be the free act and deed of said corporation.
2.70
Notary Public
Notary Public
My Commission Expires
Note: If corporation has corporate seal, strike out words between (*) and (*).
If it has no corporate seal, strike out words between (1) and (2). (SEAL)
), the same of the
We hereby consent to the execution of the above Trust Agreement and Mortgage,
At any C A. I
Hany a much
A. P. Comment
W. W Pathyan

Compared and Mailed Delivered MB To J. F. Ruchack ally

FILED AND RECORDED AUGUST 25" 1954 at 3:10 P.M.

This Mortgage, Made !	his 25th day of August,
in the year Nineteen Hundred and Fi	fty -four , by and between
Luther R. George	and Myrtle V. George, his wife,
of Allogany	County, in the State of Maryland
part 10 s of the first part, hereinafter ciation, Incorporated, a corporation inc	r called mortgager s , and Home Building and Loan Asso- corporated under the laws of the State of Maryland, of

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Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

mbecars, the said mortgagee has this day loaned to the said mortgagor s , the sum of

FOUR HINDRED Dollars, which said sum the mortgagors—agree—to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of Tak Dollars, on or before the first day of each and every mouth from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar mouth, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance,

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated or being in the City of Cumberland, Allegany County, State of Maryland, on Sellevue Street, and known as part of Lot No. 38 and all of Lot No. 39 in Smith's Addition to the City of Cumberland, and described es Collows:

Street, South 48-1/2 degrees east 1 foot 4 inches from the most mesterly corner of Lot No. 38 in said addition, and running thence worth 41-1/2 degrees east 110 feet to Vineyard Alley, then with said Alley, North 48-1/2 degrees West 31 feet 4 inches to Lot No. 40 in said addition, and with it South 41-1/2 degrees west 110 feet to Bellevue Street and along with Bellevue Street 31 feet 4 inches to the place of BEGINNING.

Robert Carter and Florence J. Carter, his wife, unto the said Euther R. George and Myrtle V. George, his wife, by deed of even date and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage, this being a purchase money mortgage.

Н

The above described property is improved by a frame dwelling house of two stories consisting of 5 rooms and toilet and is known as 113 Bellevue Street, Cumberland, Maryland.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor's hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

And the said mortgager s their heirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

FOUR HUNDRED Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgages, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on sald property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor 3 to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or

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after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor s.

Atten: Rosacie a. Crathee Guther H. Goorge

Mystle v George (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 25th, day of August,

in the year nineteen hundred and fifty four subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Luther H. George and Myrtle V. George, his wife,

the said mortgagors herein and they ___acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosacia a. Ci

FILED AND RECORDED AUGUST 26" 1954 at 10:20 A.M.

This Mortgage, Made this

- day of

August,

in the year nineteen hundred and

by and between

Veronica Virginia Durr and Charles E. Durr, her husband,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgages, Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Eight Hundred Twenty Five (\$825.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 65 per annum, in monthly payments on the principal and interest of not less than \$10.00, each monthly payment to be applied first to interest and alance to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot and piece and arcel of ground, situate, lying and being on the Southwesterly side of Darrow Lane, in Cresap Park Addition, in District No. 7, in Allegany County, in the State of Haryland, which Addition is near the Cellulose Plant, and near Cresaptown, said lot being known as Lot No. 26, and described as follows, to-wit:

Lot No. 26: Deginning for the same at a point on the South-westerly side of Darrow Lane, at the end of the first line of Lot No. 25, in said Addition, it being distant 185-13/100 feet measured along the Southwesterly side of said Darrow Lane in a Southeasterly direction from its intersection with the Southeasterly side of Knobley View Drive, and running thence with the Southwesterly side of Darrow Lane, South 31 degrees East 10 feet; thence at right angles to Darrow Lane, South 59 degrees West 175 feet to the Northeasterly side of a 10 foot Alley; and with it, North 31 degrees West 10 feet to the end of the second line of aforesaid Lot No. 25; thence reversing said second line, North 59 degrees East 175 feet to the place of beginning.

Being the same property conveyed by Susie G. McKenzie, widow, to Veronica Virginia Durr et vir by deed dated April 7, 1948, and recorded in Liber No. 220, folio 251, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

We have and is hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Fractive, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgages, its successors or assigns, the aforesaid sum of———Eight Hundred Twenty Five (\$825,00)———dollars and the interest thereon in the manner and at the times as afore set out, and such future with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall

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IDER 306 MGE 473

perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, elaim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, elaim, charge, mortgage debt and interest thereon, the said Mortgagora hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, elaims and charges as and when the same become due and psysble the said Mortgagee shall have the full legal right to pay the same, together with all interest, pensities and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgages, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors . , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least — — ——ELight litundred Twenty Pive (\$825,000)—————dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

John Zieber

Charles E. Durr (SEA Charles E. Durr

State of Maryland, Allegany County, to-wit:

I herrby Certifg, that on this 25 th day of August, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Veronica Virginia Durr and Charles E. Durr, her husband,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Notary Public

COTARL SOUBLIC

CERTIFICATE OF CAMERA OPERATOR

1 HEREBY CERTIFY THAT THE DOCUMENTS REPRESENTED BY THE MICROPHOTOGRAPHS APPEARING ON THIS ROLL OF FILM DESIGNATED AS REEL NO. 4 WERE PHOTOGRAPHED BY THE ENDERSIGNED ON THIS DATE.

REEL BEGINS WITH E 3

RIEL ENDS WITH BY (SIGNATURE OF OPERATOR)

DATE 3

HR RM 25 (4-1-54)